## RELEASE OF LIABILITY AND

## OF DANGERS, RISKS AND HAZARDS OF EQUINE ACTIVITIES AND EVENTS

I, the undersigned participant, hereby acknowledge that I have knowingly and willingly entered an Agreement, or become a party bound by the terms and conditions of an Agreement for an equine activity or event by the Sponsor, namely **Lake Ray Roberts Equestrian Trail Association and the Greenbelt Alliance of Denton County**, dated Feb. 2, 2019 I understand the terms, provisions and conditions of the Agreement for the equine activity or event, its warnings and agree to abide by its terms, provisions and conditions.

I further acknowledge and understand that no warranty, either express or implied, is made by the Sponsors as to the condition of the property or the facilities where the activity or event is to be held (hereinafter the premises) located at

Ray Roberts Lake State Park, Isle du Bois Unit or of any roads, trails, buildings, gates, fences, pens, or other facilities or improvements located thereon. This document serves to warn me that dangerous conditions, risks and hazards do exist. My presence and activities on the premises expose both me and my property to dangerous conditions, risks and hazards, including but not limited to: poisonous snakes, insects and spiders; buildings, barns, arenas and other improvements; whether or not owned or erected by Sponsor; erosion and general condition of the land, both on and off the roadways creating rough, hazardous and dangerous driving, riding, and walking conditions; animals both wild and domestic that maybe diseased and/or potentially dangerous; deep water; and the use of vehicles. I hereby state that I am aware of these facts and expressly assume all such dangers, risks and hazards associated with them and agree to hold the Sponsors harmless from these conditions whether or not caused by the Sponsor's negligence.

In consideration for the right to enter the premises, and to participate in the equine activity or event, I hereby release and agree to protect, indemnify and hold harmless the Sponsors, and their respective assignees, heirs, agents, employees, and contractors from and against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the use of the premises and any improvements located thereon, whether or not caused by the Sponsors' negligence. This release applies during the time that I am permitted on the premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suite or action at law or in equity against the Sponsors, or their respective assignees, heirs, agents, representatives, employees, successors or contractors by reason of conditions of the premises or activities occurring thereon, whether or not caused by the Sponsors' negligence.

As used in this release, the terms *I*, *my person* and *myself* include minors in my care while on the premises. I agree to accompany my minor children at all times while on the premises to prevent and avoid any possible imposition of the Attractive Nuisance Doctrine against the Sponsors.

(Participant's Signature)	(Name of horse)
(Printed Name)	Coggins Checked at Park Entry XXYes No Date Tested if Not Checked at Entry
Address:	In Case of Emergency Notify:
	Cell Phone No

## **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

Added by Acts 1995, 74th Leg, ch 549, Sec. 1, eff Sept. 1, 1995