## ACKNOWLEDGMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY & RELEASE OF LIABILITY

## WARNING: SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FACILI-TY AND ITS OWNERS CANNOT AND DO NOT GUARANTEE YOUR SAFETY. PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT.

I (RIDER'S NAME)\_\_\_\_\_\_UNDERSTAND THAT: Horseback riding and any activity associated with horses, including and not limited to hauling horses, is classified as a RUGGED ADVENTURE RECREATIONAL SPORT AC-TIVITY, and that there are numerous obvious and non-obvious inherent risks always present to such activity despite all safety precautions. I UNDERSTAND THAT although horses usually have a calm disposition, no horse is completely safe or predictable.

ACKNOWLEDGMENT OF RISKS: I recognize that there is an inherent danger in horseback riding and being in the presence of horses in general. These risks may result in serious injury or death. I acknowledge that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical or mental condition of any horse at San Antonio Equestrian Center, LLC., dba Spring Creek Stables.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks involved in horseback riding and being in the presence of horses I confirm that rider is physically and mentally capable of participating in horseback riding. I assume the risk of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts; wounds; scrapes; abrasions, and/or contusions; dehydration, head, neck and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning and/or death.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury that may occur while I am at San Antonio Equestrian Center, LLC., dba Spring Creek Stables. Either I have appropriate insurance, or in its absence, agree to pay all costs of medical services as may be incurred on my behalf.

RELEASE OF LIABILITY: I agree that in consideration of San Antonio Equestrian Center, LLC., dba Spring Creek Stables /or Mike Martel and Susan Phillips, allowing my participation (or my child's, as the case may be) in this activity, under the terms set forth, I, the rider, (and/or parent or legal guardian thereof) for myself and on behalf of my child and/or legal ward <u>DO AGREE</u> <u>TO HOLD HARMLESS, RELEASE, AND DISCHARGE SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING</u> <u>CREEK STABLES AND/OR MIKE MARTEL AND SUSAN PHILLIPS, AND THEIR EMPLOYEES OR ASSOCIATES OR-DINARY NEGLIGENCE; AND DO FURTHER AGREE THAT WE SHALL NOT BRING ANY CLAIMS, DEMANDS, LE-GAL ACTIONS AND/OR CAUSES OF ACTION, AGAINST SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING <u>CREEK STABLES AND/OR MIKE MARTEL AND SUSAN PHILLIPS AND THEIR EMPLOYEES OR ASSOCIATES AS</u> STATED ABOVE IN THIS CLAUSE, AND FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD OR LEGAL WARD IN RE-LATION TO THE PREMISES AND ACTIVITIES THAT OCCUR TO INCLUDE RIDING, HANDLING OR OTHERWISE BEING IN THE PRESENCE OF HORSES OWNED BY OR IN THE CARE, CUSTODY AND CONTROL OF SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR MIKE MARTEL AND SUSAN PHILLIPS, WHETHER ON OR OFF THE PREMISES OF SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES.</u>

I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR <u>MIKE MARTEL AND SUSAN PHILLIPS</u>, ALL OF THEIR ASSOCIATES, OFFICERS, MEMBERS, ORGANIZATIONS, AGENTS, INDEPENDENT CONTRACTORS AND EMPLOYEES FOR ANY INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES DESCRIBED ABOVE.

## I HAVE READ AND UNDERSTAND THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY.

Rider's name (printed):	Parent or Guardian's name (Printed):
Signature of rider:	Signature or Parent or Guardian
Date:	Date:
Address:	Phone Number: