**Participant Liability Release Form**

WARNING UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

For valuable consideration the receipt and legal sufficiency of which is acknowledged, **I** agree with Avanti Sporthorses and Andrea Schweiker, as a condition for allowing me, and the other persons identified below, to enter the property where equine services are provided, and/or to **ride or be near horses on that premises.**

NAME(S) OF PARTICIPANT:

NAME OF PARENT/GUARDIAN (If Minor):

ADDRESS:
PHONE:

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves **"I",** "me", or "my" throughout this agreement.) This agreement is binding whenever AVANTI SPORTHORSES, now or in the future, permits me to enter the property AVANTI SPORTHORSES operates out of, to be near horses, and/or ride horses on, near, or off of property.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **I** have requested to enter the premises and/or ride horses on, near, or off the property where AVANTI SPORTHORSES operates.
2. I understand that anyone riding or being near to horses (equines) can suffer bodily and other injuries and that there are inherent risks of equine activities, which include but are not limited to the following:
3. the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around it;
4. the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people, or other animals;
5. hazards such as surface or subsurface conditions, collisions with other equine or objects, and many others.

Horses are known to kick, buck, rear, bite, run, or spook. I know that any horse can do these things without warning. I understand these and other inherent risks and dangers, and I voluntarily agree to assume them.

1. I am fully responsible for my own safety while on, near, or off of the property where AVANTI SPORTHORSES operates. I understand that AVANTI SPORTHORSES has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall of other occurrences.
2. I hereby state that I am physically able to undertake all riding/horse/volunteer orientated activities and I have presented AVANTI SPORTHORSES with a medical statement indicating physician's approval if any medical condition(s) do exist. I also state that I will participant in these activities at my own risk.

**LIABILITY RELEASE:**

I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near, or off of the property where AVANTI SPORTHORSES operates as well as when riding horses, on, near, or off of said property. By the term, 'damages', I mean, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, or my heirs, administrators, personal representatives, or assigns release and discharge AVANTI SPORTHORSES, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), whether the sums be known or unknown, anticipated or unanticipated, resulting from or arising out of me or my guest's bodily injury or damage that may be sustained or property damage which may occur as a result of my being on, near, or off of the premises of AVANTI SPORTHORSES equine services.

**INDEMNIFICATION:**

I also hereby agree to indemnify and hold harmless AVANTI SPORTHORSES, and her respective members, owners, agents, officers, directors, partners, employees, managers, volunteers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on her behalf against all damages sustained or suffered by any third person(s) (people who are not parties to this agreement, including, but not limited to, my relatives, guests, etc.) including any and all injuries or damages whatsoever that I may cause while being on the premises of AVANTI SPORTHORSES equine services, riding or near horses around the property where AVANTI SPORTHORSES operates, and /or riding horses off and on the property where AVANTI SPORTHORSES operates. This indemnification shall also include reasonable attorney fees and costs. I have read this agreement and had an opportunity to seek independent legal advice prior to signing this agreement and liability release.

I represent that I am and will be at all times while on or near the property where AVANTI SPORTHORSES operates, covered by accident, and/or medical insurance or I have sufficient funds to cover my medical expenses. Texas law shall govern this agreement. Should any clause conflict with state law, that clause will be null and void and the remainder of the Agreement and Liability Release shall remain in effect.

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Signed Name of Participant or Legal Guardian (if minor) Date

**OPTIONAL: PHOTO/MEDIA RELEASE FORM (website, YouTube, Facebook and other social media)**

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to AVANTI SPORTHORSES to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending AVANTI SPORTHORSES activities.

Signature of Participant

Signature of Parent/Guardian (if minor) Date

**Packages:** Heavily discounted packages are available for our clients riding regularly, thus these packages must be used within 30 days. Unused lessons will be forfeited. If you are unable to commit to regular weekly lessons, you may purchase lessons “a la carte”, at full price. Siblings or parent/child pairs are permitted to share a lesson package if riding as a group.

**I understand (initial): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cancellation policy:** 24hr cancellation policy. Cancellations received before the 24 hour mark will have the opportunity to reschedule with no penalties. Cancellations without 24 hours notice will be charged the full lesson rate. Cancellations made by the instructor due to poor weather, horse injury or illness will not be charged and can reschedule.

**I understand (initial): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Weather policy:** You will never be charged if lessons are cancelled due to bad weather. In certain situations (ie: extended periods of bad weather) lesson package expiration dates may be extended to allow time for makeup lessons. Lessons are cancelled due to weather for the following conditions:

-Temperatures below 30 degrees

-Temperatures above 100 degrees

-High winds (determined by instructor)

-Heavy rain and/or lightning

-Arena too saturated by rain (determined by instructor)

We will try to give as much notice as possible when weather forces a cancellation. In some cases when weather pops up unexpectedly right before or during a lesson, an in-barn horsemanship/ horse care lesson will be offered instead. Topics may include equine first aid, bandaging, show braiding, and more!

**I understand (initial): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Shows:** Students that want to show must be half-leasing or lessoning 2+ days a week. There is a package of 8 lessons for this purpose. Additional show prep lessons or schooling is usually warranted the day before show day as well.

**I understand (initial): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**