

## LIABILITY RELEASE

| Executed and signed in the STATE OF |   |
|-------------------------------------|---|
| COUNTY OF                           | _ (Please print legibly as we use information provided for mailings.) |
| l,                                  | , acknowledge and accept that horseback                               |
| riding, care and mainte             | enance of animals, and care and maintenance of the                    |
| ranch grounds and equ               | uipment, involve the risk of personal injury.                         |
| •                                   | 1 3 3   |

By my signature (and, in case of a minor, the parent's or guardian's signature) they and I, hereby waive all rights, if any, claims, causes of action and lawsuits against KAP Equine Services Corp, their family, heirs, executors, legal representatives, administrators, successors, assigns, guests, employees, or agents affiliates with any of them in any manner (collectively, herein "KAP Equine Services Corp."), for any injury, liability or damages which may occur while performing in any activity.

I agree to indemnify, defend, and hold harmless KAP Equine Services Corp, or any person or entity whose land KAP Equine Services Corp. Related activity crosses, for any accident, injury, or loss that might occur, and free such persons from all liability for such injury or loss. I understand activities with animals and/or riding on horses involves possible danger and I participate at my own risk.

I understand that horseback riding and any other activity on the property of Jana Ewing and KAP Equine Services Corp. related activities involve being in remote areas for extended periods of time, far away from communication, transportation, and medical facilities; that these areas have many natural and man-made hazards which a participant cannot anticipate, identify, modify, or eliminate; that horses and other animals can be excitable, difficult to control, and unpredictable; and that accidents can happen to anyone at any time.

I further understand that horseback riding can involve such activities as crossing creeks, galloping over uneven terrain, and being in unfamiliar places under adverse weather conditions which could result in injury to me and/or to the horse I am riding.

I agree to take all responsibility for myself and the animal I am caring for and/or riding. I am aware that wearing a certified safety helmet is a good protective measure against head injury, and further understand that helmets are required for all horse riders.

My signature below constitutes acceptance of the above terms and conditions.

## **Medical Release**

I further agree to allow and be financially responsible for any necessary emergency medical treatment by any available physician at any available medical institution in the event of my injury or illness.

I have read and fully understand this liability release. I understand that the Texas Equine Liability Act (Chapter 87, Civil Practice and Remedies Code), and equine professional is not liable for an injury to or the death of a participant in equine activities resulting in the inherent risks of equine activities.

| Print Name                                      |
|---|
| Date  |
| Participant Signature                           |
| Signature of Guardian if Participant is a Minor |
|   |
| Street Address                                  |
| Primary phone number                            |
| City  |
| State   |
| Zip   |
| Primary email address In Case of Emergency      |
|   |

| Phone #                                   |
|---|
| Any Known Allergies or Medical Conditions |
|   |