

BENBROOK STABLES

Liability Release

WARNING

UNDER TEXAS LAW (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 FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

In consideration of being permitted to enter upon the Benbrook Stables premises located at 10001 Benbrook Blvd., Benbrook, Texas 76126 (hereinafter the "Premises") and/or of being permitted to participate in equestrian activities, I hereby make the following declaration and agreement:

I understand and am fully aware that equestrian sports, and all related activities involving horses, specifically including but not limited to horseback riding and trail rides, involve inherent dangerous risk of serious injury or death, and that by participating in such activities I expressly assume any and all risks of injury or loss.

The undersigned, whether rider, or parent/legal guardian of rider agrees to defend, indemnify and hold Steven C. Thomson, Molly F. Thomson, City of Benbrook, Texas, U.S. Army Corps of Engineers, Triple T Ranches, Inc., a Texas corporation d/b/a Benbrook Stables and its or their employees, agents, officers, directors, and owners (hereinafter collectively referred to as "Management") harmless from and against any liability for any injury, loss or death suffered while on the premises or while engaged in any activity whatsoever or in any location whatsoever that is in any way associated with Management, and from and against any and all claims, losses, liabilities, attorneys' fees, medical fees, costs and expenditures incurred by or asserted against Management, and from and against any and all claims including claims for injury or loss suffered, whether or not such injury or loss resulted directly or indirectly, from any reason including, but not limited to, the negligent or grossly negligent acts or omissions of Management. In other words, **I AGREE TO DEFEND, INDEMNIFY AND HOLD MANAGEMENT HARMLESS FOR ITS OWN NEGLIGENCE, CONTRIBUTORY NEGLIGENCE AND GROSS NEGLIGENCE.**

Furthermore, the undersigned agrees that Management shall not be liable or responsible for, and shall be indemnified and held harmless by the undersigned from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or animal, or injury to any real or personal property, received or sustained by any person or persons, or animal or property, arising out of, or occasioned by, directly or indirectly, the use of the Premises, or any condition of the Premises or any other premises owned, leased or controlled by Management, including claims and damages arising in whole or in part from the negligence or gross negligence of Management, its agents, employees, servants, or any other person entering upon the premises.

The undersigned, friends & family of, or any other known associations (hereinafter "Parties") agree not to publish or disseminate orally or in writing any false, misleading, negative, or defamatory statements about BBS, its staff, owners or agents, and its services. By signing this agreement, Parties also agree not to engage in conduct likely to damage BBS' public image or reputation. This agreement does not prohibit Parties from making truthful statements as required by law.

In the event that any one or more of the provisions contained in this Release shall be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Release and this Release shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

INT _____ I am aware that Benbrook Stables does not offer refunds for rides.

INT _____ I am aware of and agree to the NDA provided on this form.

INT _____ I have been offered the use of a riding helmet - Any rider 16 and under must have a helmet on at all times. All riders must be at least 8 years old to ride the trails.

I have read, understand, and agree to the terms contained herein:

Name of Rider or Participant: _____

Address: _____

Phone: (____) ____ - ____ Drivers License #: _____ Birthdate: _____

Email _____

Signed: _____ Date: _____

Emergency Contact: _____ Phone #: (____) ____ - ____

Parent/Legal Guardian: _____

Address: _____

Phone: (____) ____ - ____ Drivers License #: _____ Birthdate: _____

Email _____

Signed: _____ Date: _____



Office Use Only



Agreed to and accepted by Triple T Ranches, Inc. d/b/a Benbrook Stables.

Trail Boss: _____ Date: _____ Time: _____

Type: Trail Arena Ride Lesson Other: _____

Collected By: _____ Amount Paid: _____