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**Hill Country Riding Academy**

**PARTICIPANT WAIVER AND HOLD HARMLESS FORM**

1. In consideration for receiving permission for myself or my dependent to participate in the sport of horseback riding and equestrian activities, I hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, Hill Country Riding Academy, and any parties with whom they are associated (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the negligence of RELEASEES***. I acknowledge there may be physically strenuous activities.

**I know of no medical reason why I (or my child) should not participate**.

*Initial one:* Agree \_\_\_\_\_\_\_\_\_\_ Disagree\_\_\_\_\_\_\_\_\_

2. I am fully aware that there are inherent risks involved with horseback riding and working with horses, including but not limited to injury or death; blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration; sunburn; heat and/or cold related emergencies; exposure or weather-related conditions; medical illnesses; head, neck, and/or spinal injuries; bite or attack by an animal, insect or marine life; allergic reaction, shock, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well being and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said activity ***including injuries sustained as a result of the negligence of RELEASEES***. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my participation in said activity.

3. I understand that RELEASEES do not maintain an insurance policy covering all circumstances arising from my participation in this activity. As such, I am aware that I should review my personal insurance coverage.

4. I give permission for RELEASEES to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that *I am responsible for any expenses incurred*. I also realize that I may be attended to by RELEASEES until medical care is available.

5. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

6. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read and understand it and I sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

7. I grant to RELEASEES the right to take photographs of me in connection with horseback riding activities. I authorize RELEASEE, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that HCRA may use such photographs of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and Web content. *Initial one:* Agree \_\_\_\_\_\_\_\_\_\_ Disagree\_\_\_\_\_\_\_\_\_

**SIGNED** this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_.

**Participant Signature**: (if over 18 years old) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature** of Parent or Legal Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_