

LIABILITY RELEASE

Under Texas Law (Chapter 87, Civil Practice and remedies code) an 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 on the premises of Hopper Ranch, located at 5502 Hwy 377, Aubrey, TX 76227 (hereinafter referred to as "the premises") by being allowed to participate in any and all equine activities, I hereby make the following declaration and agreement:

I understand and am fully aware that all equestrian sports and all related activities involving horses, specifically including but not limited to horseback riding, 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 rider, visitor or parent/legal guardian agrees to defend, indemnify and hold Jack, Merry and Courtney Hopper and /or Hopper Ranch and its employees or volunteers, harmless from all liability for any injury, loss, death to any person or animal suffered while on the premises or while engaged in any activity whatsoever that is in any way associated with Hopper Ranch, the Hopper family or its employees, and from any claims, losses, liabilities, attorney fees, medical fees, costs, and expenditures incurred or asserted against Hopper Ranch or the Hopper family or employees.

In other words:

I AGREE TO DEFEND, INDEMNIFY AND HOLD HOPPER RANCH AND ITS MANAGEMENT AND EMPLOYEES HARMLESS FOR ITS OWN NEGLIGENCE, CONTRIBUTORY NEGLIGENCE AND GROSS NEGLIGENCE. HOPPER RANCH NOR ITS OWNERS OR EMPLOYEES BE HELD LIABLE OR RESPONSIBLE FOR, AND SHALL BE HELD HARMLESS BY THE UNDERSIGNED FORM AND AGAINST ANY AND ALL SUIT, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OR ANY KIND ARISING OUT OF OR OCCASIONED BY, DIRECTY OR INDIRECTLY, THE USE OF THE PREMISES.

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 which the invalidity, illegality or unenforceability shall not affect any other provision in the release and this release shall be construed as if such invalid, illegal or unenforceable provision had never been included.

_____ I have read and I understand the Chapter 87, Civil Practice and Remedies Code

_____ I have Health Insurance. Should my Insurance be terminated, I will notify Hopper Ranch of Insurance status prior to returning to Hopper Ranch at a later date.

Participant Name: _____ Participant Signature _____

Address: _____

Phone/Home: _____ Cell: _____

Emergency Contact: _____ Emergency #: _____

Signed by Parent/Legal Guardian: _____ Date: _____

(If Participant is under 18)

**** NO OPEN TOE SHOES ALLOWED *****

