

DIAMOND C STABLES



BOERNE, TEXAS

**DIAMOND C STABLES & RANCH LLC
27030 TOUTANT BEAUREGARD
BOERNE, TEXAS 78006
830-755-4911**

**DIAMOND C STABLES AND RANCH, L.L.C.
ACKNOWLEDGMENT OF RISKS
ASSUMPTION OF RISK AND RESPONSIBILITY
& RELEASE OF LIABILITY**

**WARNING: SERIOUS INJURY MAY RESULT FROM
YOUR PARTICIPATION IN THIS ACTIVITY, OR ON THESE PREMISES.**

THIS STABLE CANNOT AND DOES NOT GUARANTEE YOUR SAFETY.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT.

I (NAME) _____ UNDERSTAND THAT: Horseback riding and any activity associated with horses, including but not limited to hauling horses, is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present to such activity despite all safety precautions. I UNDERSTAND THAT although horses usually have a calm disposition, no horse is completely safe or predictable.

ACKNOWLEDGMENT OF RISKS: I recognize that there is an inherent danger in horseback riding and being in the presence of horses in general. These risks may result in serious injury or death. I acknowledge that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical or mental condition of any horse at Diamond C Stables and Ranch.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks involved in horseback riding and being in the presence of horses I confirm that rider is physically and mentally capable of participating in horseback riding.

I assume the risk of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts; wounds; scrapes; abrasions, and/or contusions; dehydration, head, neck and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning and/or death.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury that may occur while I am at Diamond C Stables and Ranch. Either I have appropriate insurance, or in its absence, agree to pay all costs of medical services as may be incurred on my behalf.

Should SRB ATV or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

RELEASE OF LIABILITY: I agree that in consideration of Diamond C Stables & Ranch LLC allowing my participation (or my child's, as the case may be) in this activity, under the terms set forth, I, the rider, (and/or legal guardian thereof) for myself and on behalf of my child and/or legal ward DO AGREE TO HOLD HARMLESS, RELEASE, AND DISCHARGE DIAMOND C STABLES AND RANCH, L.L.C. AND/OR ASSOCIATES ORDINARY NEGLIGENCE; AND DO FURTHER AGREE THAT WE SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST DIAMOND C STABLES AND RANCH, L.L.C. AND ITS ASSOCIATES AS STATED ABOVE IN THIS CLAUSE, AND FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED

BY ME AND/OR MY MINOR CHILD OR LEGAL WARD IN RELATION TO THE PREMISES AND OPERATIONS OF DIAMOND C STABLES AND RANCH, L.L.C. TO INCLUDE RIDING, HANDLING, HAULING OR OTHERWISE BEING IN THE PRESENCE OF HORSES OWNED BY OR IN THE CARE, CUSTODY AND CONTROL OF DIAMOND C STABLES AND RANCH, L.L.C., WHETHER ON OR OFF THE PREMISES OF DIAMOND C STABLES AND RANCH, L.L.C..

I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DIAMOND C STABLES AND RANCH, L.L.C., ALL OF THEIR ASSOCIATES, OFFICERS, MEMBERS, ORGANIZATIONS, AGENTS, INDEPENDENT CONTRACTORS AND EMPLOYEES FOR ANY INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES DESCRIBED ABOVE OR BEING ON PREMISES. SUCH AS COLLISION WITH FIXED OBJECTS OR PEOPLE; SLIPPING AND FALLING; MUSCULOSKELETAL INJURIES INCLUDING HEAD, NECK AND BACK INJURIES; EXHAUSTION; EXPOSURE TO TEMPERATURE AND WEATHER EXTREMES; EXPOSURE TO POTENTIALLY DANGEROUS WILD ANIMALS, INSECT BITES, AND HAZARDOUS PLANT LIFE; THE NEGLIGENCE OF OTHER PARTICIPANTS, OR OTHER PERSONS WHO MAY BE PRESENT; **WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR FROM ANY OTHER CAUSE.** (INITIAL _____)

In the event that I file a lawsuit against Diamond C Stables, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY.

Person w/ rider or Rider's name (printed):

Parent or Guardian's name (printed):

Signature of Person w/ rider or rider:

Signature of **Both** Parents or Guardians:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Must be signed by both parents & rider

EMERGENCY NUMBER

E-MAIL ADDRESS

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.