

**HORSE ACTIVITIES WARNING, RISK REDUCTION SUGGESTIONS,  
AND  
ASSUMPTION OF RISK AGREEMENT**

**Diamond C Stables & Ranch, LLC**

Name Of Entity Providing These Warnings [Hereinafter known as "THE PROVIDER"]

27030 Toutant Beauregard Rd Boerne, TX 78006

Address Of THE PROVIDER

- A. **AGREEMENT PURPOSE** I / We the undersigned recipient(s) of this form, and the parents and / or legal guardians thereof if a minor, are hereby provided with the warnings that follow concerning the inherent risks and risk reduction suggestions related to my / our involvement with horses and horse activities. I / WE understand that this form also contains an agreement that I / WE assume all the risks related to horse activities. I / WE acknowledge that these warnings and suggestions pertain only to some of the risks of and risk reduction suggestions for horse activities and that I / WE agree to assume others not stated in this form. I / WE are not relying on THE PROVIDER to list all possible risks for me.
- B. **DEFINITIONS** The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The term "PARTICIPANT" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground, and also to anyone who drives or is a passenger on a horse drawn vehicle and / or who otherwise comes near to such a vehicle and horse(s). The terms "I", "WE", "ME", "MY" shall herein refer to the recipient(s) of this form as stated on page 2 of this form and the parents and / or legal guardians thereof if a minor.
- C. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THE PROVIDER that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I / WE understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on THE PROVIDER and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**
- D. **FOOT PROTECTION I ACKNOWLEDGE THAT:** PARTICIPANTS should wear firmly constructed, smooth-full-soled boots or shoes that cover the ankle and have at least 1 inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and / or at other times. Wearing soft socks provides additional protection against chafing and allows for easier removal of the foot from the boot.
- E. **CLOTHING I ACKNOWLEDGE THAT:** PARTICIPANTS should wear ankle length, flexible stretch or moderately loose fitting pants to protect legs and to allow for speed and ease of movement. Riders should also consider wearing equestrian pants, breeches or jodhpurs which have leather (or similar material) inner knee / calf patches, or chaps, or other leggings that provide inner leg grip and enhanced stability in the saddle.
- F. **TYING, WRAPPING, OR FASTENING PARTICIPANTS TO HORSES AND HORSE DRAWN VEHICLES I ACKNOWLEDGE THAT:** It is excessively dangerous to secure, tie, wrap, strap, or fasten any PARTICIPANT, rider, or passenger onto a horse or onto a horse drawn vehicle, or to a saddle, lead rope, lunge line, rein, or other tack or equipment that is attached to a horse, or a horse drawn vehicle.
- G. **PROTECTING ARMS, HANDS AND FINGERS FROM INJURY OR LOSS WHEN TYING A HORSE: I / WE ACKNOWLEDGE THAT:** The PARTICIPANT should avoid putting fingers and / or hands and / or arms through, into or under the loops or wrapping or winding of a lead rope, lunge line, rein or other device when or while tying, trying to control, or otherwise handle a horse. Horses can become frightened and pull back without warning, and the speed, weight, strength, and the force of the movement can cause severe injury and harm to the body of the PARTICIPANT that may include the loss of a hand or finger or arm.
- H. **INHERENT RISKS / ASSUMPTION OF RISKS I ACKNOWLEDGE THAT:** Horseback riding and other horse activities are classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity PARTICIPANT to act in a negligent manner that may contribute to injury, harm, death, or loss to the PARTICIPANT or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the PARTICIPANT. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THE PROVIDER to list all possible risks for me.**
- I. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I / WE ACKNOWLEDGE THAT:** The PARTICIPANT in horse activities may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to the PARTICIPANT. **I / WE ACKNOWLEDGE THAT** The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited or minimally inhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. **I / WE ACKNOWLEDGE THAT:** THE PROVIDER is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THE PROVIDER to list all possible conditions for me.**

J. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: 1. When approaching, mounting and riding horses, the PARTICIPANT must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. (**SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses, devices such as watches with alarm noises.) 2. When near or riding a horse, PARTICIPANTS must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

K. **SADDLE GIRTH / CINCH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: The saddle girth / cinch (fastener straps around the horse's belly) may loosen at any time during riding and should be tightened immediately when noticed. PARTICIPANTS / Riders should check a saddle girth for tightness just prior to mounting and again within 15 minutes after mounting, and about every 20 to 30 minutes thereafter. However, the PARTICIPANT / Rider must be alert to girth loosening at all times and must keep the girth tightened so as to avoid saddle slippage and the potential for the PARTICIPANT / Rider to fall from the horse.

L. **DOUBLE RIDING** I / WE ACKNOWLEDGE THAT: PARTICIPANTS / Riders are at increased risk of harm when riding double on one horse, that is, two riders on one horse.

M. **CHILD AND ADULT SUPERVISION AROUND HORSES AND OTHER ANIMALS**  
I / WE ACKNOWLEDGE THAT:

1. Supervision of some persons may be important to their safety due to the inherent risks involved with being around large livestock such as horses, and other unpredictable animals. When at a premises where one is in close proximity to such animals, the following individuals should be under constant supervision and guidance of a parent, legal guardian, or other adult supervisor specifically appointed by the parent or guardian:

- ★ Children under 12 years of age;
- ★ Children under legal age who lack seasoned experience with horses and other animals; and
- ★ Any child with behavior problems and some persons of any age who are mentally and / or physically disabled.

2. Before an adult, alone or with a child, approaches a horse or other animal that is owned by another party, he or she should seek the owner's or handler's permission and supervision.

N. **WHEN CAN A CHILD RIDE A HORSE, AND OTHER CONSIDERATIONS?**  
I / WE ACKNOWLEDGE THE FOLLOWING GENERAL CRITERIA FOR HELPING  
TO DETERMINE WHEN A CHILD MAY BE CAPABLE OF RIDING A HORSE:

1. The child should have the following traits:

- ★ A strong desire to ride;
- ★ Muscle strength to hold proper position in the saddle;
- ★ The balance to remain on the horse;
- ★ The ability to understand instructions and follow directions;
- ★ Sufficient attention span for instruction; and
- ★ Neck muscles strong enough to support fitted, approved, protective headgear.

2. The horse provided for a child should be:

- ★ Trained and suitable for children, displaying a quiet, calm nature; and
- ★ Of appropriate size (height and width) to allow the child rider's legs to hang down naturally directly under the rider's body. This position should allow the rider's thigh, knee and upper calf to be in contact with the horse's sides and the rider's feet to reach at least halfway down the sides of the horse's body.

3. The equestrian equipment provided for a child should include:

- ★ A saddle that fits the child;
- ★ A saddle that fits the horse; and
- ★ A properly fitted, properly secured ASTM Standard F – 1163 Equestrian Helmet that is under five years old and that is not damaged, and has not previously received a blow.

4. And Further:

- ★ No child should ride a horse without the appropriate skills and level of development for riding.
- ★ No adult or child should ride double with an infant or child.
- ★ I acknowledge that these are just some of the criteria and I am not relying on THE PROVIDER to list all possible criteria for me.

O. **LIABILITY RELEASE I / WE AGREE THAT:** I, for myself and on behalf of my child and / or legal ward, heirs, administrators, person, representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/ or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/ or willful and/ or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE or owned by any other party that is visiting THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

**SIGNER STATEMENT OF AWARENESS**

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING WARNINGS AND RISK REDUCTION SUGGESTIONS AND ASSUMPTION OF RISK AGREEMENT. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

\_\_\_\_\_  
**SIGNATURE OF RECIPIENT #1 (Spouses must sign for themselves.)**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF RECIPIENT #2 (Spouses must sign for themselves.)**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF RECIPIENT # 3**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF RECIPIENT # 4**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

**Address In Full** \_\_\_\_\_

**Home Phone #** \_\_\_\_\_

**Bus. Phone #** \_\_\_\_\_