

AGT Ranch Properties, LLC - Wildcatter Ranch
Minor Child Participant's Release of Liability Agreement
Caution: Please Read Carefully Before Signing

Be it hereby known:

In exchange for their child being allowed to enter onto the premises and participate in various equine activities on the premises operated by AGT Ranch Properties, LLC, d/b/a Wildcatter Ranch ("the Ranch"), the sufficiency of which is acknowledged, the undersigned parents ("Parents") of, and the undersigned Minor Child Participant ("M/C Participant"), hereby expressly acknowledge, agree and contract as follows:

- 1. This is an exculpatory contract, meaning that the Parents and the M/C Participant intend to wholly excuse AGT Ranch Properties, LLC and its management, sponsors, affiliates, employees and agents and other persons and entities named herein from liability and/or claims for damages for certain types of negligent acts and omissions that may arise from equine activities and for which the Parents and M/C Participant are affirmatively and voluntarily assuming all risks of harm and/or damage. The undersigned Parents and M/C Participant are expressly acknowledging and contracting to be fully responsible for their child's own safety.**
2. The Parents intend for their M/C Participant to participate in some or all of the following equine and related activities, including but not limited to horseback riding for recreation, amusement, lessons, trail riding and other related activities. The Parents and the M/C Participant agree to participate according to the additional rules and instructions provided by the Ranch's personnel from time to time, and shall remain alert and safety conscious at all times. The Parents warrant that the M/C Participant has no health or physical condition that would interfere with safe horseback riding or other equine activities.
3. If requested, the Ranch may provide the M/C Participant with a horse and riding equipment in order to practice and participate in the activities. Or, the M/C Participant may furnish his/her own horse and equipment. **The Parents and the M/C Participant also acknowledge that the Ranch and its personnel make no warranty, express or implied, as to the compatibility of any particular horse or equipment furnished by the Ranch, if any.** Either way, the Parents and the M/C Participant acknowledge that the Ranch and its personnel are fully released of any responsibility to verify the M/C Participant's riding ability, experience or skill from time to time as it relates to the suitability of the M/C Participant with any particular horse or to be able to participate in any particular equine activity. **The Parents and M/C Participant agree to promptly advise the Ranch personnel prior to or during the use of any horse and equipment as to the M/C Participant's riding ability and experience level, or lack thereof, and/or to the horse's perceived undesirable characteristics, and/or as to whether the M/C Participant, the horse and/or the equipment may be incompatible or otherwise unsuitable so as to create an unsafe combination.** M/C Participant shall then accept a substitute horse and/or equipment or withdraw from the equine activities.
4. **THE USE OF EQUINE HELMETS AND SAFETY GEAR ARE STRONGLY ENCOURAGED.** The M/C Participant shall not participate in any equine activity without a properly fitted and secured equine helmet (ASTM/SEI standards). Such equipment may be provided by the Ranch. At their option, the Parents and the M/C Participant agree to provide and wear his/her own properly fitted and secured equine helmet (ASTM/SEI standards) and body protecting vests (Beta 5 standard) at all times while participating in any equine activity, and expressly releases the Ranch and its personnel from any and all responsibility regarding the option not to use or wear said safety equipment.
5. **The Parents and the M/C Participant hereby acknowledge receipt and understanding of the following WARNINGS: "Under Texas Law, Chapter 87, Civil Practices & Remedies Code, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A M/C PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES." CAUTION: Be Advised That Equine Activities Take Place On The Premises And That All Equine Activities Can Involve Inherent Risks Despite All Safety Precautions. Participate At Your Own Risk At All Times.** "Inherent risks of equine activities" shall mean those risks, dangers or conditions which are an integral part of equine activities, including, but not limited to:
 - (a) The propensity of any horse to behave in unpredictable ways that may result in injury, harm or death to persons on or around them, and/or damage to property in their vicinity, and whether the rider is walking nearby, mounting, riding or dismounting;
 - (b) The unpredictability of a horse's reaction to such things as sights, lights, man-made or Mother Nature's sounds, sudden movement, unfamiliar objects, persons or other animals, and the inherent tendency to bite, bolt and run, stampe, trample, step on a person, push against a person, buck or throw the rider, or rear up and fall on a person;
 - (c) The horse's limited traction, reaction to land conditions and hazards, slipping, falling or other response to rough ground, uneven surface and subsurface conditions, objects protruding from the ground, fences and wires, objects protruding downward from overhead, or other objects, whether indoors or outdoors;
 - (d) When frightened, angry, fatigued, or under stress, a horse may react accordingly to its own natural instincts, and it may suddenly move up, down, forward, backward or sideways;
 - (e) Collision with other animals, people, fences and objects, whether indoors or outdoors; and/or
 - (f) The potential of a M/C Participant to act in a negligent manner, or lack of riding skill or experience, that may contribute to injury of the M/C Participant or others, such as failing to maintain control over the horse, or failing to act within his/her riding ability, or becoming entangled in the stirrups, reins or lead ropes, or due to the slippage of the saddle and girth straps.
 - (g) There are other inherent risks other than those listed above, obvious and not obvious, and the undersigned Parents and the M/C Participant acknowledge that this release and exculpatory agreement is not confined to the above list, but shall be liberally construed to include any possible risk or combination of risks possible relating to equine activities.

6. THE PARENTS AND THE M/C PARTICIPANT ACKNOWLEDGE FULL NOTICE AND APPRECIATION OF SAID WARNINGS AND RISKS AND KNOWINGLY ASSUME ALL OF THE RISKS OF HARM associated with preparing for, riding, while a pedestrian, and otherwise participating in the practice sessions, events, pleasure riding and all related activities at all locations involved, including but not limited to the Ranch's private facilities, public facilities, barns, pens, arenas, and any open land adjoining the Ranch property upon which the M/C Participant may attempt to ride a horse or be a pedestrian.

7. THE PARENTS AND THE M/C PARTICIPANT HEREBY FULLY AND COMPLETELY RELEASES, FOREVER HOLDS HARMLESS AND WAIVES ANY CLAIMS AS TO THE FOLLOWING PERSONS AND ENTITIES FOR INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING ATTORNEY FEES AND COURT COSTS, FOR ANY ACCIDENT OR NEGLIGENT ACT OR OMISSION RELATING TO OR OCCURRING DURING THE PARTICIPATION IN EQUINE ACTIVITIES. This release, waiver and hold harmless agreement shall be fully effective as to all of the following: AGT Ranch Properties, LLC, The Wildcatter Ranch, and all of its owners, directors, officers, agents, representatives, employees and volunteers; and also _____ individually; and also _____ (landowner); and also _____ (other) [**Released Parties**"]. The Parents' and the M/C Participant's release, waiver and hold harmless agreement **includes any accidental or negligent act and/or omission** that is in any way referenced above and that is/was to any degree a contributing or proximate cause of any injury, death or property damage to M/C Participant, M/C Participant's horse(s), and/or M/C Participant's property. This release, waiver and hold harmless agreement includes all such negligent acts and/or omissions that occur whether M/C Participant is actually riding his/her own horse or a horse furnished by the Ranch, or any horse belonging to any other third party, or transporting a horse in a trailer, or saddling, grooming, feeding or maintenance of the horse, adjusting the riding tack or equipment, or is simply otherwise on the premises at the time. This release, waiver and hold harmless agreement extends to and **includes any and all claims for all possible liability, demands and causes of action of whatever kind or character**, including court costs and attorney fees, arising from equine and related activities, **including death, personal injuries and property damage** that might occur, whether or not caused by the negligent acts or omissions of the Released Parties herein. Further, the Parents and the M/C Participant hereby affirmatively covenant not to sue or to assist in any legal action or derivative legal action on behalf of, or by and through the M/C Participant, against the Released Parties for any injury, death or property damages to the M/C Participant arising from equine activities. Further, the Parents and the M/C Participant **expressly agree to fully indemnify and hold harmless the Released Parties** from any third party suit, claim or liability, including attorney fees and court costs, for any injury, death or property damage to any third party rider, pedestrian or horse that arises from the negligent and/or gross negligent acts or omissions of the undersigned M/C Participant. Further, the undersigned Parents hereby agree to fully indemnify and forever defend the released Parties against any and all claims and causes of action, including court costs and attorney fees, for any legal action brought by the M/C Participant in his/her own right for personal injury or property damage due to any negligent act or omission arising out of the said equine activities after the M/C Participant has reached the age of majority or otherwise has acquired legal age and the legal right to file an action on their own behalf.

8. The following provisions shall govern the interpretation and enforcement of this Agreement:

(a) The parties mutually intend that this Agreement shall not expire and shall forever be a binding contract and release in full effect at any time M/C Participant is on the premises of the Ranch or riding a horse belonging to the Ranch owner off the premises, and even after the M/C Participant attains the lawful age of majority, and it is to be liberally construed in favor of the Released Parties.

(b) If any provision of this Agreement is determined to be unenforceable for any reason by a Court of competent jurisdiction, the remaining covenants and/or provisions shall remain effective, binding and enforceable.

(c) The law of Texas shall govern the validity, interpretation and effect of this Agreement and any dispute relating hereto. The parties acknowledge and agree that venue for any court action and/or litigation shall be brought and commenced in Young County, Texas.

(d) This Agreement constitutes the complete and entire agreement between the parties. The parties have executed this Agreement based on the express terms and provisions set forth herein. No previous statement or representation, either oral or written, shall have any effect on the terms or provisions of this Agreement, and all previous agreements, either oral or written, are expressly superceded and revoked by this Agreement. The provisions of this Agreement may not be subsequently modified orally, and any modifying agreement shall only be effective if it is reduced to writing and signed by all parties.

(e) This Agreement, and particularly the release of liability, hold harmless, indemnity and exculpatory provisions are binding on the Parents and the M/C Participant, and the Parents' and the M/C Participant's heirs, assigns and all other persons claiming through or on behalf of the M/C Participant.

(f) The undersigned Parents and the M/C Participant have been afforded a reasonable opportunity to review this Agreement with legal counsel of their own choice before executing the Agreement.

9. The Parents And The M/C Participant Hereby Further Acknowledge that they have all had the opportunity to carefully read, review and clarify any questions he/she might have pertaining this Release Agreement before their signing below. The Parents also acknowledge that they have explained this Release Agreement as well as the risks of equine activities with their M/C Participant child, and they and their child have decided to go forward with the equine activity despite the risks and under the terms and conditions of this Release Agreement. The Parents and the M/C Participant hereby acknowledge they have read and understand the legal and binding effect of this Release Agreement, and expressly agree to be bound hereby now and at all times in the future.

Please read and initial the following statements:

1. _____ I understand that the undersigned M/C Participant is required to wear an approved riding helmet while engaged in equestrian activities at the Wildcatter Ranch.

2. _____ The undersigned M/C Participant is in good physical health and has the ability to safely engage in equine activities.

3. _____ The undersigned M/C Participant is at least eight (8) years of age.

4. The undersigned M/C Participant's riding ability is rated (please initial):

_____ BEGINNER _____ ADVANCED BEGINNER _____ INTERMEDIATE _____ ADVANCED

This document must be signed by a parent or legal guardian, or the M/C Participant shall not be allowed to participate.

The Parents and the M/C Participant hereby voluntarily sign and enter into this Contract and Agreement this _____ day of _____, 20____.

M/C Participant's Signature Printed Name Age

Father's Signature Printed Name

Mother's Signature Printed Name

Address City, State, Zip Phone

Witness Signature Printed Name