

District 9 4-H Horse Show Hold Harmless Form

Inconsideration for receiving permission for _____ to participate in the District 9 4-H Horse Show, I or we the parent(s) or legal guardian(s) of _____, if participant is under the age of 18 (herein referred to as "RELEASORS") hereby RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE the Texas 4-H and Youth Development Program, the Texas AgriLife Extension Service, Texas A&M University, The Texas A&M University System, the Board of Regents, the State of Texas, there officers, servants, agents, volunteers, or employees (herein referred to as "RELEASEES") from any and all liability claims, demands, or injury including death, that may be sustained by the participant, or to any property belonging to them WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise while participating in such activity, or while in, or upon the premises where the activity is being conducted.

Releasors are fully aware that there are inherent risks involved in the equine activity. Such risks may include, but are not limited to:

- 1) The tendency of an animal to behave in ways that may result in injury, harm or even death to persons on or around them.
- 2) The unpredictability of an animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals.
- 3) Certain hazards such as surface and subsurface conditions.
- 4) Collisions and contact with other animals or objects.

Releasors hereby elect to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to the participant and its property. 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. Releasors VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained in such an activity. WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

Releasors further hereby AGREE TO indemnify AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorneys fees, which may occur.

Releasors have read the posted "Safety Considerations," in the District 9 4-H Horse Show letter, understand, and agree to comply with them fully.

IN SIGNING THIS RELEASE, RELEASORS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Assumption of Risk and Hold Harmless Agreement, understand it and sign in voluntarily as their own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement have been made. Releasors execute this document for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand this _____ day of _____, 2008.

Participant _____(Signature)

If participant is 18 years of age or younger:

Parent/Guardian _____(Signature)