

Fred Bray Ranch

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RANCH SORTING / GENERAL RIDING / BOARDING / TRAINING

2018

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

THIS OPERATION DOES NOT GUARANTEE YOUR SAFETY

PLEASE READ CAREFULLY BEFORE SIGNING

PLEASE PRINT LEGIBLY AND FILL IN ALL INFORMATION:

FIRST NAME: _____ LAST NAME: _____

E-MAIL (if you wish to be added to our e-mail): _____

ADDRESS: _____ CITY: _____ STATE _____ ZIP _____

HOME PHONE: _____ CELL PHONE: _____

A. AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS:

This Agreement shall remain in effect from the day of signing through **December 31, 2018**. This Agreement shall be legally binding upon Rider, as defined below, and/or the parents and/or legal guardian's thereof (if minor), Rider's heirs, estate, assigns including all minor children and personal representatives. It shall be interpreted according to the laws of the **State of Texas**. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "Farm Animal" herein shall refer to any farm animal as defined in Texas Civil Practice or otherwise handling of farm animals, whether from the ground or mounted and any other farm animal activity as defined in TCPRC. The term "Rider" shall herein refer to a person who rides a farm animal mounted or otherwise handles or comes near a farm animal from the ground and any participant as defined in the TCPRC. For purposes of this Agreement only, "Rider" shall include:

(print name) → _____

The term "I", "me", "my" shall herein refer to the above registered Rider and / or the parents or legal guardians thereof if a minor. The term "Restricted Area or Restricted Areas" herein shall include, but is not limited to the arenas, stables, walkways, pens, corrals, fields, training areas, equipment rooms, horse bathing stall, office, classrooms and other areas appurtenant to any area where any activity relating to a farm animal activity shall take place. The term "**FRED BRAY RANCH**" herein includes **FRED BRAY, FRED BRAY LLC, JUDITH BRAY, THOMAS BRAY, FRED BRAY RANCH** and its managers, employees, representatives, agents and volunteers.

B. INHERENT RISKS OF FARM ANIMAL ACTIVITIES. ASSUMPTION OF RISKS: I UNDERSTAND THAT: Farm animal activity is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe. Participant acknowledges that there are numerous inherent risks of farm animal activities, whether preparing for, entering, attending, participating in, or leaving the event. The inherent risks include those dangers and conditions which are an integral part of farm animal activities, including, *but not limited to*: (a) the propensity of an equine or other farm animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the farm animals reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface of subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other rider to act in a negligent manner that may contribute to injury to the participant, Rider or others, such as failing to maintain control over the farm animal or not acting within his or her ability; (f) the breakage or failure of tack resulting in a fall or other movement that causes injury or harm to Rider or other persons or animals in the vicinity. In consideration of the signing of this agreement, Rider and/or the parent or legal guardian(s) thereof if a minor, do hereby voluntarily request and agree to participate in riding.

FRED BRAY RANCH events, which may be produced and/or sponsored in whole or in part by **FRED BRAY RANCH** and its sponsors, producers, managers, property owners, officials, and affiliates and their directors, officers, agents, volunteers, and representatives, and that today and on all future dates, ride either Rider's own farm animal or a farm animal provided by **FRED BRAY RANCH** for the purpose of purchasing or borrowing said farm animal. Rider is not relying on **FRED BRAY RANCH** to list all possible inherent risks or all risks of participation in the event.

C. NATURE OF FARM ANIMALS: I UNDERSTAND AND AGREE THAT: HORSEBACK RIDING IS CLASSIFIED AS RUGGED ADVENTURE RECREATION SPORT ACTIVITY AND THAT THERE ARE NUMEROUS OBVIOUS AND NON-OBVIOUS INHERENT RISKS ALWAYS PRESENT IN SUCH ACTIVITY DESPITE ALL SAFETY PRECAUTIONS. NO FARM ANIMAL IS A COMPLETELY SAFE FARM ANIMAL AND 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 A HORSE OR OTHER FARM ANIMAL TO GROUND, IT WILL GENERALLY BE AT A DISTANCE OF 3-1/2 TO 5-1/2 FEET AND THE IMPACT MAY RESULT IN INJURY TO THE RIDER. HORSEBACK OR OTHER FARM ANIMAL RIDING IS THE ONLY SPORT WHERE ONE MUCH SMALLER, WEAKER PREDATOR ANIMAL, THE HUMAN, TRIES TO CONTROL AND BECOME ONE UNIT OF MOVEMENT WITH ANOTHER MUCH LARGER STRONGER PREY ANIMAL, A HORSE, WITH EACH HAVING A LIMITED UNDERSTANDING OF THE OTHER. IF ANY FARM ANIMAL IS FRIGHTENED OR PROVOKED IT MAY DIVERT FROM ITS TRAINING AND ACT ACCORDINGLY TO ITS NATURAL SURVIVAL INSTINCTS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: STOPPING SHORT, CHANGING DIRECTIONS OR SPEED AT WILL; SHIFTING ITS WEIGHT FROM SIDE TO SIDE; BUCKING; REARING; BITING; KICKING; FAILING TO RESPOND TO COMMANDS; RUNNING INTO OBJECTS OR RUNNING FROM DANGER. I UNDERSTAND THAT: RIDER IS IN PRIMARY CONTROL OF THE FARM ANIMAL. RIDER'S SAFETY LARGELY DEPENDS UPON RIDER'S ABILITY BOTH AROUND AND ABOARD THE MOVING FARM ANIMAL. I AGREE THAT RIDER SHALL BE RESPONSIBLE FOR RIDER'S OWN SAFETY.

D. CONDITIONS OF NATURE: I UNDERSTAND THAT: **FRED BRAY RANCH** is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a farm animal, cause it to fall, or react in some other unsafe way. Examples include, but are not limited to thunder, lightning, rain, wind, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run or fly near, or bite or sting a farm animal or person, 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.

E. CONDITIONS OF PREMISES: In consideration of being permitted to enter for any purposes any Restricted Area, or being permitted to participate in any way in any equine activity, Rider, for himself/herself and Rider's personal representatives, heirs, distributes, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that Rider has, or will immediately upon entering any Restricted Area, and will continuously thereafter inspect such Restricted Area and all portions of Restricted Areas. Rider's participation, if any, in an equine/farm animal activity constitutes an acknowledgment that Rider finds and accepts the area as being safe and reasonable suited for the purposes of its use and Rider further agrees and warrants that if, at any time, Rider is on or about Restricted Areas and Rider feels anything to be unsafe, Rider will immediately advise a **FRED BRAY RANCH** representative and will immediately leave the Restricted Area.

F. EQUIPMENT AND TACK: I UNDERSTAND THAT: In consideration of using equipment and supplies (hereinafter collectively referred to as "tack") of one's own or another individual, Rider, for himself/herself and Rider's personal representatives, heirs, distributes, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that Rider has, or will immediately prior to using tack, and will continuously thereafter inspect such tack, and does further warrant that Rider's use of such tack constitutes an acknowledgement that Rider finds and accepts such tack as being safe and reasonably suited for the purposes of its use.

Rider further agrees and warrants that if, at any time, Rider feels any tack is unsafe, Rider will immediately advise a **FRED BRAY RANCH** representative and will immediately cease using such tack or will immediately correct the condition which makes the tack unsafe. I AGREE THAT: I have been fully warned and advised by **FRED BRAY RANCH** that I should purchase and wear protective headgear specific to farm animal (equestrian riding helmet is one that meets or exceeds the SEI CERTIFIED/ASTM STANDARD F 1163 equestrian helmet), and I do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from occurring as a result of a fall or other occurrence.

G. ACCIDENT / MEDICAL INSURANCE AGREEMENT AND DISCLOSURE: I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

H. WAIVER AND LIABILITY RELEASE AND INDEMNIFICATION: I AGREE THAT: In consideration of **FRED BRAY RANCH** allowing my participation in any farm animal activity, whether located at the property of **FRED BRAY RANCH** or located at another facility, I, Rider, and/or the parent or legal guardian thereof if a minor hereby: (1) with full knowledge and appreciation of these and other inherent risks of farm animal activities, Rider freely and voluntarily assumes the risks of the farm animal activities involved in any aspect of a riding event. Rider also voluntarily agrees to release, waive, discharge, hold harmless and covenants not to demand, sue or otherwise claim from **FRED BRAY RANCH**

its premises, owners, affiliated organizations, or any sanctioning organizations, including but not limited to the **RANCH SORTING NATIONAL CHAMPIONSHIP, LLC**, or any farm animal activity sponsor, farm animal professional, lessor or operator of the farm animal facilities, /farm animal owner or lessor, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability, loss, claims, or actions for injury, to Rider, Rider's personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of Rider or Rider's horse or personal property, whether caused by the negligence of the Releasees or otherwise while Rider is in or upon restricted areas, and/or participating in any farm animal activity; (2) Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, claim, action or expense that they might incur by the Event Sponsor for damages arising due to the presence of Rider in or on the restricted area or in any way participating in any equine activity, or of actions or inactions of Rider and Rider's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to attorney fees, court costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision whether caused by the negligence of the Releasees or otherwise; and (3) Assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or on a Restricted Area and/or while participating in any equine activity.

I. SIGNATURE SECTION: RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF IN MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAVE READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I UNDERSTAND IT, AND I AGREE TO BE FULLY BOUND BY ITS TERMS. If any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Assumption of Risk, Waiver, and Release of Liability shall be enforced to the greatest extent permitted by law. If any clause of this Assumption of Risk, Waiver and Release of Liability conflicts with applicable law, only that clause will be null and void, and the remainder of this Agreement shall stay in full force and effect.

J. PARKING: WHILE ON THE PREMISES, PLEASE BE AWARE THAT THE POSSIBILITY OF FALLING LIMBS FROM A TREE OR EVEN THE FALLING OF AN ENTIRE TREE EXISTS. PARKING IS SOLELY AT YOUR OWN RISK AND **FRED BRAY RANCH** WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY VEHICLES, TRAILERS OR PERSONAL BELONGINGS.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

"I / WE, THE UNDERSIGNED HAVE READ AND DO FULLY UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE."

(x)	(x)	
SIGNATURE OF FARM ANIMAL PARTICIPANT	PRINTED NAME OF FARM ANIMAL PARTICIPANT	Date
(x)	(x)	
NAME OF LEGAL GUARDIAN/PARENT, IF MINOR (Print)	SIGNATURE OF LEGAL GUARDIAN/PARENT (Sign)	AGE (IF MINOR)