

DAN KEEN HORSEMANSHIP

Keen's Equine Services, Inc.

1838 FM 1291 - Round Top, Texas 78954

kes@cvctx.com - www.dankeenhorsemanship.com

979-224-8543

Clinic Application

Participants Name: _____ Clinic Date: _____
Date of Birth: _____

Home Address: _____

City, State, Zip: _____

Email Address: _____ Alt. Email Address: _____

Parent/Legal Guardian Name: _____

Home Phone: _____ Cell: _____ Work: _____

2nd Parent/Legal Guardian Name: _____

Home Phone: _____ Cell: _____ Work: _____

In not available in an emergency, notify: _____

Relationship: _____ Home: _____ Cell: _____

Insurance Information: Is the participant covered by family medical/hospitalization insurance? Yes No

If so, indicate carrier and phone number: _____ Carrier: _____

Phone Number: _____ Group No: _____

*Please make a copy of your Health Insurance card and attach to this form.

Parent/Guardian Authorizations: This health history is correct and complete as far as I know and the person herein described has permission to engage in all clinic activities except as noted. I hereby give permission to the clinic to provide routine health care, administer prescribed medications and seek emergency medical treatment including ordering x-rays or routine tests. I agree to the release of any records necessary for treatment, referral, billing, or insurance purposes. I give permission to the clinic to arrange necessary related transportation for me/my child. In the event I cannot be reached in an emergency, I hereby give permission to the physician selected by the clinic to secure and administer treatment, including hospitalization, for the person named above.

Please sign below indicating that these statements made in this application are true and correct.

Participant Name *(if over age of 18)* _____ Date: _____

Parent/Legal Guardian's Name _____ Date: _____

General Questions

Please answer the following questions to help us determine your equestrian experience.

_____ First Time _____ Beginner _____ Intermediate _____ Advanced

Please state the number of years you have been riding horses: _____

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Participant Agreement, Release and Assumption of Risk

In consideration of the services of **Keen's Equine Services, Inc.**, their agents, officers (Dan T. and Kelley Keen), volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf or Double Tree Ranch, Dan S. and Ballan Keen, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as "KES"), I hereby agree to release, indemnify and discharge KES, on behalf of myself, my children, my parents, my heirs,

1. I acknowledge that my and/or my minor child's participation in horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** Contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse and/or our horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs, jumps and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse. Furthermore, **KES** employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my minor child's participation in this activity is purely voluntary and I and/or my minor child elects to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KES, Dan T. and Kelley Keen, Double Tree Ranch and Dan S. and Ballan Keen from any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my or my minor child's use of KES's horses, equipment or facilities, including any such claims which allege negligent acts or omissions of KES, Dan T. and Kelley Keen, Double Tree Ranch, Dan S. and Ballan Keen or any of their officers or employees.
4. Should KES 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.
5. I certify that I have adequate insurance to cover any injury or damage I or my minor child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I or my minor child may have.
6. In the event that I file a lawsuit against KES, Dan T. and Kelley Keen, Double Tree Ranch, Dan S. and Ballan Keen or any of their officers and employees, I agree to do so solely in the state of Texas, Fayette County and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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Participant Agreement, Release and Assumption of Risk Continued.

WARNING – UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES 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.

By signing this document, I acknowledge that if anyone and/or horse is hurt or property is damaged during my or my minor child's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KES, Dan T. and Kelley Keen, Double Tree Ranch, Dan S. and Ballan Keen on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read the entire document.

I have read and understood it, and I agree to be bound by its terms.

If you are over the age of 18, please sign here:

Signature of Participant

Print Name

Address: _____

City, State, Zip: _____

Phone: _____

If you are under the age of 18, Parent or Legal Guardian, please sign here:

Signature of Parent or Guardian

Print Name

Address: _____

City, State, Zip: _____

Phone: _____

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Medical Information

List all allergies: _____

Describe reaction and management of reaction: _____

List all food allergies: _____

Describe reaction and management of reaction: _____

Name of family physician: _____

Address: _____

City, State, Zip: _____

Phone: _____

Veterinarian Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

*If immediate medical attention is required, we will use our vet Dr. Daniel Welch of LaGrange, Texas.