

DAN KEEN HORSEMANSHIP

Keen's Equine Services, Inc.

1838 FM 1291, Round Top, TX 78954

info@dankeenhorsemanship.com - www.dankeenhorsemanship.com

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.

DAN KEEN HORSEMANSHIP

Keen's Equine Services, Inc.

1838 FM 1291, Round Top, TX 78954

info@dankeenhorsemanship.com - www.dankeenhorsemanship.com

6. **Head Protection Clause** - I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KES, Dan T. and Kelley Keen, Double Tree Ranch, Dan S. and Ballan Keen from any and all claims, liabilities, demands or causes of action, which are in any way connected to my or my minor child's choice of not wearing protective headgear/helmet as recommended by said parties above in conjunction with 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.
7. 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.
8. **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 _____ Date _____

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

Signature of Participant _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Date _____