



PO Box 1490,  
New Waverly, TX 77358  
713.203.0683  
www.auniqueranch.com

## WAIVER, RELEASE, HOLD HARMLESS & RIDING AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS RANCH DOES NOT GUARANTEE YOUR SAFETY!**

- 1) **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS-** This agreement shall be legally binding between Jeanne and Robert Schlenk DBA Aunique Ranch herein known as This Ranch and the undersigned and the parents or legal guardians thereof in a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the state and county of This Ranch, Walker County, Texas. Any disputes by the rider, handler, trainer, employee, visitor, outside contractor or any and all other persons, shall be litigated in, and venue shall be Walker County in which This Ranch is physically located. The term HORSE herein shall refer to all equine species. The term RIDING herein shall refer to riding, grooming, clipping, cleaning hoofs, showing, or otherwise any and all handling of horses, whether from the ground or mounted. The term HANDLER and/or RIDER shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.
- 2) **REGISTRATION OF HANDLERS AND AGREEMENT PURPOSE-** In consideration of signing this agreement, I, the undersigned individual, and the parent or guardians thereof if a minor, do voluntarily request and agree to participate in riding, working around and with horses and/or participating at events sponsored by This Ranch, and that this Handler will be riding horses provided by This Ranch for contractual or voluntary purposes, today and on all future dates:
  - A) **Does this Rider have a physical or mental condition, which may affect his/her ability to ride a horse, of which we should be aware of? YES NO (circle one).**
- 3) **ACTIVITY RISK CLASSIFICATION:** I UNDERSTAND THAT HORSEBACK RIDING IS CLASSIFIED AS **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. Hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- 4) **NATURE OF THIS RANCH'S HORSES:** I understand that This Ranch chooses its horses for their calm dispositions and sound basic training and This Ranch follows a rigid safety program. Yet, no riding horse is a completely safe horse. 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 to the ground, it will generally be at a distance of from 3 ½ to 5 ¼ feet, and the impact may result in injury to The Handler.



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Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger.

- 5) **RIDER RESPONSIBILITY:** I understand that upon mounting a horse and taking up the reins, The Handler is in primary control of the horse. The Handler's safety largely depends upon his/her ability to remain calm, carry out instructions, and his/her ability to remain balanced aboard the moving animal. I agree that The Handler shall be responsible for his/her own safety, including that of an unborn child, if The Handler is pregnant. Pregnant women should ride horses only under the advice of their physician. This Ranch advises pregnant women not to ride horses. I understand that I should not stand behind horses, that I will not enter stall with horses.
- 6) **CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I understand that This Ranch is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, swim or fly near, or bite or sting a horse or person, and 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. The Handler and parent or legal guardian have inspected This Ranch's facilities and are satisfied that all premise condition are reasonably safe for Rider's intended purpose, usage and presence upon This Ranch's premises.
- 7) **SADDLE GIRTH/NATURAL LOSENING:** I understand that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. I agree that I have checked the saddle and girth before riding. If a rider notices a loose saddle while riding, he/she must, as quickly as possible, take action to avoid slippage of saddle and potential fall from the animal.
- 8) **ACCIDENT/MEDICAL INSURANCE:** I agree that should an emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is: \_\_\_\_\_ and my policy number is: \_\_\_\_\_.
- 9) **PROTECTIVE HEADGEAR WARNING:** I agree that, I, for myself and on behalf of my child and/or legal ward have been fully warned and advised by This Ranch that protective headgear which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 Equestrian helmet, should be purchased at Rider's expense and worn while riding and being near horses and that I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from



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happening as the result of a fall and other occurrences. Furthermore, Rider should wear proper clothing, including shoes that have a heel (no tennis shoes, crocs, or flip flops).

**10) LIABILITY RELEASE:** I agree that in consideration of THIS allowing my participation in this or any activity, under the terms set forth herein, I, The Handler, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge This Ranch, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to This Ranch's and/or its Associates ordinary negligence; and I do further agree that except in the event of This Ranch's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal action, against This Ranch and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of This Ranch, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of This Ranch, whether on or off the premises of This Ranch.

**11) EQUINE ACTIVITY LIABILITY ACT WARNING:** I acknowledge that I have reviewed this states' EQUINE ACTIVITY LIABILITY ACT WARNING which is written below and incorporated by reference herein.

**TEXAS WARNING 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.**

"Engages in an equine activity" means riding, grooming, clipping, handling, training, driving, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with an equine animal.

**12) MEDICAL AND LIABILITY RELEASE:** I, the undersigned, or the parent or guardian having control or custody of the undersigned child, grant by permission to participate in activities and riding and/or grooming at The Ranch. I certify that I, or if a minor, my child is physically and mentally fit for all equestrian activities and will obey all staff and rules. I grant my permission in case of injury, accident, or illness for myself, or if a minor, my child, to be treated by any licensed physician or member of staff and agree to pay for all such treatment. Further, I also grant permission that my photo, or if a minor, my child's photo, may be used in any future videos, brochures, website materials or promotions for The Ranch.



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**SIGNERS STATEMENT OF AWARENESS**

**I/WE THE UNDERSIGNED, HAVE READ IN FULL AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK, I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.**

I completely understand this agreement to be a release of all claims, known or unknown, present or future, that he/she has or may have against Jeanne and Robert Schlenk DBA Aunique Ranch. I understand that I have given up substantial rights by signing this agreement, and sign it freely and voluntarily without any inducement. I understand that I am riding at my own risk.

Signature of: \_\_\_\_\_

Rider/Handler/Participant: \_\_\_\_\_

Rider/Handler/Participant Print: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

This is to certify that I, as parent/guardian have legal responsibility for the above named person, do consent and agree to his/her release as provided above. I release and agree to indemnify and hold harmless Jeanne and Robert Schlenk DBA Aunique Ranch from any and all liabilities incident to minor child's involvement.

Parents Signature: \_\_\_\_\_

Childs Name and Signature: \_\_\_\_\_

\_\_\_\_\_