

Shyanne Smith Stables
2034 West Moonlight Drive Robinson, TX 76706

This LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT ("the Agreement") is made and entered into on this ____ day of _____ 2____, by and between Shyanne Smith Stables & Shyanne Smith and its affiliates: all hereinafter collectively referred to as "MANAGER" and _____ hereinafter designated "Owner" (riders name).

In return for the use, today and on all future dates of the property, facilities, and services of the Manager, (herein collectively referred to as "Facilities") the Owner, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Owner acknowledges and represents he/she has been provided notice of and has read the Texas Equine Activity Statute, Chapter 87 of the Texas Civil Practice & Remedies Code ("The Act"), and understands and agrees that this Agreement extends the waiver of liability available to Manager pursuant to the provisions of the Act.

2. It is the responsibility of the Owner to carry full and complete insurance coverage on his/her horse, personal property, and on the Owner.

3. Owner agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE OWNER'S USE OF OR PRESENCE UPON THE FACILITIES including without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

4. Owner agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents, including but not limited to those listed in the opening paragraph, completely free and harmless and not liable of and from all liability whatsoever and AGREES NOT TO SUE them or any of them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Owner's use of or presence on the Facilities, including, without limitation, claims or suits based on death, bodily injury, property damage, (including consequential damages), except if such damages are caused by the direct, willful and wanton negligence of the Manager its agents or employees.

5. Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, in substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

6. Owner agrees to indemnify and to hold harmless the Manager, its affiliates, and their respective officers, directors, agents and employees, against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the acts or omissions of Owner, its officers, directors, agents and employees. The Manager, in its sole discretion, shall select counsel to defend any action pursuant to this indemnity. The Manager may elect to settle or compromise any claim or cause of action for which indemnification is sought from Owner without the permission of Owner. To the extent Owner fails to promptly provide indemnification after ten (10) days notice by Manager, Owner shall be responsible for Manager's attorney fees incurred in the enforcement of this Indemnification provision.

7. Owner agrees to abide by all of Manager's rules and regulations of which Owner is apprised.

8. Owner's horse brought to the Facilities shall be free from all infection, contagious or transmissible disease. Manager reserves the right to refuse to admit or to quarantine Owner's horse, if not in proper health or deemed to be unhealthy, dangerous or undesirable by Manager, in Manager's sole discretion.

9. This Agreement may not be modified except by amendment reduced to writing and signed by both Manager and Owner. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

Shyanne Smith Stables

Manager

Owner (students name)

Owner's Address/Phone Number Owner's Parent or Guardian (If Owner is a minor.)