

# Timber Hall Farm

Agreement, Release and Waiver of Liability  
(Ages 18 and Above)

I, \_\_\_\_\_, am renting from Timber Hall Farm ("Stable") a horse, tack and equipment for the purpose of horseback riding today and on all future dates. I understand that by signing this Agreement I am binding myself and my heirs, estate, assigns and personal representatives (together, the "Bound Parties").

I agree that if emergency medical treatment is required, either I or my insurance company will pay ALL incurred expenses. If an accident or injury occurs and I am unable to communicate, I authorize Stable to provide or arrange for emergency medical treatment for me as needed and to release any medical information available to Stable to the authorized individual or agency involved in the medical treatment. My insurance company is \_\_\_\_\_ and my insurance policy number is \_\_\_\_\_.

I understand that in this Agreement the term "horseback riding" means riding, handling, grooming and general care of horses, the term "horses" means all equine species (including horses, donkeys, mules and ponies), and the term "rider" means a person who mounts a horse or handles, grooms or comes near a horse while on the ground and includes me while engaging in such activities.

I understand that horseback riding is an *inherently dangerous activity* and that there are numerous risks that may or may not be apparent in horseback riding regardless of safety precautions. I understand that horseback riding, whether in an enclosed riding arena, on a trail or in a pasture, and whether mounted, while working with a horse on the ground, or while grooming, bathing, and/or tacking, involves a calculated risk to riders; I further understand that riding in unenclosed areas constitutes an additional risk.

I understand that although Stable chooses its school horses for their calm dispositions and sound basic training, no horse is completely safe. If a horse is frightened or provoked it may forget its training and act according to its natural survival instincts without warning or any apparent cause. I understand that among other things, a horse may buck, rear, stop suddenly, change direction or speed at will and unpredictably, shift weight in a manner that throws a rider off balance, bite, kick, spook, jump an obstacle, step on, push or shove a rider. Further horses may trip, stumble or fall. I understand that any of these may cause a rider to fall, be thrown, jolted, injured or killed and I understand the unpredictability of horses and agree to assume all risk inherent in horseback riding.

I understand that the outdoor activities are inherently risky; that the ground may have holes, rocks, roots, and uneven areas and there may be present or occur elements of nature that include but are not limited to wind, thunder, lightning, water, falling trees or branches, natural or man made changes in landscape, and interference by wild or domestic animals, insects and/or reptiles, including poisonous insects and reptiles. These animals, insects and/or reptiles may walk, run or fly nearby or bite or sting a horse or rider. I agree that Stable is *not* responsible for acts, occurrences or elements of nature that can scare a horse, cause it to fall or cause it to react in an unsafe manner. I understand that the Stable is situated in a rural area where wild and domestic animals, insects and reptiles are common and all outdoor risks apply.

I understand that upon mounting a horse the rider is in *primary control* of the horse. The rider's safety largely depends upon his or her ability to carry out simple instructions and his or her ability to remain balanced aboard a moving animal. I agree that as a rider, I am responsible for my own safety.

I understand that riders must not carry items while horseback riding that may fall, blow away, or flap in the wind or make sharp or sudden noises that could frighten a horse. Examples include but are not limited to

cellular phones, pagers and jewelry. *I understand* that riders must not make sharp or loud noises such as screaming or yelling that may scare a horse.

*I understand* that Stable recommends that I wear protective head gear (equine safety helmet), at a minimum while mounting, riding, and dismounting. *I understand* that although protective head gear is intended to prevent or reduce the severity of head injuries, there is no guaranty that protective head gear will be effective to prevent or reduce an injury. *I acknowledge* that protective head gear provided by Stable is not custom fit and agree that if I elect to use Stable's head gear instead of purchasing my own head gear I am responsible for fitting protective head gear on myself.

*I understand* that Stable requires that riders wear appropriate dress while horseback riding. Appropriate dress means at a minimum, but is not limited to, long pants and hard soled, enclosed shoes or boots. *I agree* that I will wear appropriate dress.

*I agree* to abide by and follow all instructions given and rules established by Stable regarding my use of the horse, equipment and gear provided by Stable.

*I voluntarily assume the risk of injury and death that is inherent in outdoor activities generally, in the use of Stable's horses, facilities and horseback riding gear and equipment, and in the use of my own horses and horseback riding gear and equipment.*

***I RELEASE, DISCHARGE AND PROMISE NOT TO SUE*** Stable, its members, managers, employees, owners and agents ("**Released Parties**") from and in regard to all loss, liability, damage or cost arising out of or related to any loss, damage, injury or death to person or property arising from or related to my horseback riding. ***I am releasing*** THE **RELEASED PARTIES** FROM CLAIMS THAT THE **RELEASED PARTIES** ARE OR MAY BE NEGLIGENT IN CONNECTION WITH MY RIDING EXPERIENCE OR ABILITY INCLUDING BUT NOT LIMITED TO TRAINING, SELECTING HORSES, USE AND CONDITION OF STABLE'S FACILITIES, MAINTENANCE, CARE, FIT OR ADJUSTMENT OF TACK, INSTRUCTION ON RIDING OR LEADING AND SUPERVISING RIDERS. *I agree* that if I file a lawsuit against any Released Party and do not win a judgment against the Released Party I must pay all attorneys' fees incurred by the Released Party as a result of the lawsuit.

*I understand* that this Agreement is governed by the law of the State of Texas.

***BY SIGNING THIS AGREEMENT YOU ARE GIVING UP ON YOUR BEHALF AND ON BEHALF OF THE OTHER BOUND PARTIES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING.***

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(date)

Address \_\_\_\_\_  
\_\_\_\_\_

Cell phone: \_\_\_\_\_

Home phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

*Optional Photo Release*

By signing below I authorize Stable to use, reproduce and publish in print and/or electronically, any and all photographs, videography or any other audiovisual media taken of me for any lawful purpose for the benefit of Stable or its programs, including publicity, illustration, advertising and website content.

Print Name: \_\_\_\_\_

**Timber Hall Barn Rules / code of conduct**

- 1 - No running/ screaming in the barn
- 2- Helmets must be worn at all times when mounted on horse.
- 3- All children under the age of 12 must have a helmet on when handling horse.
- 4- No riding without supervision ( another person on the property for safety reasons )
- 5- Jumping must be done in a lesson for safety reasons and insurance requirements.
- 6-Please pick up your trash and put in appropriate bins.
- 7-Please pick up after your horse (plops )
- 8- Pickup after yourself (brushes, tack ,etc.)THF is not responsible for you forgetting your items.
- 9-Do not hand-feed horses without-permission-
- 10- No riding in the barn !
- 11-Please respect the privacy of others ( do not enter someones locker or THF personal stuff without permission)
- 12-If you turn it on, then turn it off!
- 13- Do not feed hay without permission
- 14-On the front of every stall is a twine, this is the appropriate place to tie to. (also all horses must be tacked and untacked in a stall not in middle of barn for safety reasons )
- 15- Washing horses with a bucket and sponge please unless otherwise specified FOR

**WATER CONSERVATION.**

- 16-No-turning horses out/loose without permission
- 17 - Please do not enter horse stall (other than your own) without permission.
- 18-No-climbing/hanging on gates of any kind (unless you plan on fixing it :)
- 19- Lunging must be done in appropriate area for LUNGING and with prior approval of management ( due to insurance requirements)
- 20 - No dogs allowed
- 21 - Remember to dress appropriately for a barn (t-shirt with Short sleeves, pants or long shorts, and CLOSED TOES SHOES !!
- 22-Riding will be done in a t-shirt with sleeves, pants, and boots that cover the ankles with a flat sole bottom and low heel.  
Hair tied back in ponytail (if long) no Jewelry, ( other than a watch medical alert item), no gum or candy, NO PHONES ON HORSE /PERSON IF RIDING unless otherwise told specified !
- 23 - ear pods - only one in ear on low due to you need to be able to hear what is going on around you !
- 24 -THF will not tolerate drama. So please keep it out!
- 25 - respect the privacy of all THF clients and the THF family as this is my family's home.
- 26 - unacceptable behavior during lessons Will results in you being asked to leave . Please show respect .

If you see something that's not right please tell management.

## These Rules

Are for the comfort and safety for both people and the horses . These are large beautiful creature  
But they can still hurt you !

THANK YOU for following the rules !!

Timber Hall Farm

Date : \_\_\_\_\_

Parent/ client: \_\_\_\_\_

Child : \_\_\_\_\_

## Cancellation and payment policy:

- 1- please give a 24 hour notice of Cancellation to give time to fill your spot .
- 2 - I understand sickness and appreciate you keeping you/ or your child home please . I will make try my hardest to reschedule them for that .
- 3 - payments now are cash or check please . With checks made out to C L Itschner

Please initial you understand :

Parent/client : \_\_\_\_\_

Date : \_\_\_\_\_