CONSCIOUS RIDER | KATHARINE TURNER MAYS
LIABILITY AND EXPRESS ASSUMPTION OF RISK

This Liability and Express Assumption of Risk is made and entered into on this ____ day of _____ month and ____ year, between Katharine Turner Mays with Conscious Rider and volunteers, and _____, hereinafter designated Participant; and if Participant is a minor, Participant's parent or guardian, _____. In return for the use today, and on all future days, of property, facilities, and services of Katharine Turner Mays with Conscious Rider, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

IMPORTANT: YOU UNDERSTAND THIS!

1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself.

2. Participant understands there are INHERENT RISKS in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of person around the equine; including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.

3. PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONALS' PROPERTY AND 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, and/or the negligence and/or deliberate act of another person.

4. Participant agrees to hold Equine Professionals and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Participant's use of or presence upon Equine Professionals' property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct and willful negligence of the Equine Professionals.

5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, 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. Participant agrees to indemnify and defend Equine Professionals against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from participant's use of or presence upon the Equine Professionals' property and facilities.

7. Participant agrees to abide by all of Equine Professionals' rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat and boots.

8. This Contract is non-assignable and non-transferable and is made and entered into the State of Texas, and shall be enforced and interpreted under the laws of this state.

WARNING: Under Texas law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in the equine activities resulting from the inherent risks of equine activities. (See specific State cites.) Texas Ch. 87, civil practice and remedies code.

When the Instructor and participant (and Participant's parent or Guardian, if Participant is a minor) sign this contract, it will then be binding. I have read and understand this release.

Instructor's Signature_____Date

Participant/Guardian's Signature _____ Date _____

Address _____

Phone _____ Email_____

RELEASE AND HOLD HARMLESS AGREEMENT FOR KRISTULL RANCH

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 RISK OF EQUINE ACTIVITIES.

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including, but not limited to, bodily injury and physical harm to horse, rider, and spectator, in consideration, therefore, for the privilege of riding, working around horses, and or engaging in Equine Assisted Experiential Learning at Kristull Ranch, 8708 Grelle Lane, Austin, Texas 78744.

The undersigned does herby agree to hold harmless and indemnify Chuck and Francie Skull and any workers or instructors (Horse Professionals or volunteers) Kristull Ranch, Heart Centered Equine Assisted Coaching and any and all Heirs and Assigns and further releases from any liability or responsibility for accident, damage, injury or illness to the Undersigned Participant and/or Parent/ Guardian of the Participant, or to any family member or spectator accompanying the Participant on the premises or around the horses owned or leased by any of the above or horses owned or utilized by other members of the Kristull Ranch.

I execute this Release and Hold Harmless Agreement with the full understanding that in Equine activities, injuries can occur, and with full knowledge that horses are unpredictable animals and that accidents can occur during their handling and riding.

Participant's Printed Name: _____

Participant's Signature: _____ Date: _____

Parent/Guardian's Printed Name (if minor): _____

Parent/Guardian's Signature: _____ Date: _____

Address: _____

Phone: _____

Emergency Contact: _____ Phone: _____

Cancellation Policy

PLEASE GIVE 24 HRS NOTICE IF YOU ARE SICK AND NEED TO MISS A SESSION
ONE WEEK'S NOTICE IF YOU NEED TO MISS A SESSION
ONE MONTH'S NOTICE IF LEAVING TRAINING SESSIONS

Signed_____ Date_____