

HORSE SHOW AGREEMENT AND LIABILITY RELEASE FORM (April, 2009)
This form must be completed by and for each participant
MCLENNAN COMMUNITY COLLEGE • 1400 COLLEGE DRIVE, WACO, TX 76708
PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
MCC DOES NOT GUARANTEE YOUR SAFETY.

1. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent of legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in a horse show at MCC Highlander Ranch.

RIDER NAME	AGE (if under 21)

2. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered, and the parents or legal guardians thereof if 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 of Texas. Any disputes by the rider shall be litigated in and venue shall be in McLennan County, Texas. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term 'RIDER' shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse on the ground. The terms 'I', 'ME', 'MY' shall herein refer to the above registered rider and the parents of legal guardians thereof if a minor.

3. **ACTIVITY RISK CLASSIFICATIONS** I UNDERSTAND THAT: Horseback riding is classified a 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 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Horseback riding and/or the handling of horses or other equine species may result in accidents that may result in injury or death. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries.

4. **RIDER RESPONSIBILITY** I UNDERSTAND THAT: Upon mounting the horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should only ride horses under the advice of their physician. MCC HIGHLANDER RANCH advises pregnant women not to ride horses.

5. **CONDITIONS OF NATURE AND INSPECTION OF PREMISES:** I UNDERSTAND THAT: MCC HIGHLANDER 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, 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 of condition according to weather, temperature, and natural and man-made changes in landscape, public and private roadways, other riders, walkers or bikers, areas of heavy traffic motorized and not motorized vehicles. The rider and parent or legal guardian have inspected MCC HIGHLANDER RANCH'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon MCC HIGHLANDER RANCH'S PREMISES.

6. **SADDLE GIRTHS/NATURAL LOOSENING** I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

7. **INSURANCE** I UNDERSTAND THAT: MCC provides no insurance which would pay for medical treatment arising from participating in this program.

8. **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 MCC HIGHLANDER RANCH that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1188 or later Equestrian Helmet, should be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

9. **GENERAL CONDUCT POLICY** I AGREE THAT: I for myself and on behalf of my child and/or legal ward to obey the MCC Highlander Ranch Rules and the MCC General Conduct Policy, which can be found on the MCC website, www.mclennan.edu (Key search words "General Conduct Policy") Examples are, no smoking, dogs are not allowed on the Ranch property, the speed limit is 15 MPH.

Failure to follow these policies and rules may result in dismissal from the Highlander Ranch.

10. **LIABILITY RELEASE** I AGREE THAT: In consideration of MCC HIGHLANDER RANCH allowing my participation in this activity, under the terms set forth herein, I, the rider, 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 MCC, it's agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, 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, arising from, relating to or growing out of my and/or my child or wards participation in the MCC HIGHLANDER RANCH program of Horseback Riding and Equine Activity, and I do further agree that I shall not bring any claims, demands, legal actions and causes of action, against MCC 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 MCC HIGHLANDER RANCH, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of MCC HIGHLANDER RANCH, whether on or off the premises of MCC HIGHLANDER RANCH.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL OR LIVESTOCK SHOW ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL OR LIVESTOCK SHOW ACTIVITIES

WARNING

SIGNER STATEMENT OF AWARENESS

I/we the undersigned have read 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, & age are true and accurate.

SIGNATURE OF RIDER, STUDENT, CHILD

DATE

SIGNATURE OF PARENT OR GUARDIAN

For _____
NAME of RIDER, STUDENT/CHILD or MINOR(Please print)

DATE

ADDRESS

HOME PHONE

CELL PHONE

MCC provides equal opportunities to all individuals and does not discriminate against any individual regardless of race, color, religion, national or ethnic origin, gender, disability, age, veteran status, genetic information, sexual orientation, gender identity, pregnancy, or other legally protected category in its educational programs, activities, or employment.

<http://www.mclennan.edu/employees/policy-manual/docs/E-XXXIV.pdf>

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