

Bertram Team Penning Club, Liability Release

Name: _____ List other

participants in family:

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Coggins Information:

Horses Name

Test Serial No

Date of Test

!!!!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.

It is the responsibility of the Rider or participant to carry full and complete insurance coverage on his/her personal property, livestock and self.

The term "Manager" includes property Owners, Leasors, Assessors, Assigns, Subsidiaries, Franchisees, Affiliates, Officers, Directors, Employees and Agents of the property where events are held.

Participant agrees to assume ANY AND ALL RISK INVOLVED IN OR ARISING FROM USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation and not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with obstacles, livestock or stationary objects, fires or explosions, the unavailability of emergency medical care or the negligence or deliberate act of another person.

Participant agrees to hold Manager and Owners and all of their successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection of any claims, causes of action, injuries, damages, cost or expenses arising out of Participant's use of or presence up on Owner/Manager's property and facilities, including without limitation, those based on death,, bodily injury, property damage, including consequential damage.

Participant agrees to waive the protection afforded by any statute or law in any jurisdiction 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 no know or suspect to exist at the time of executing the release.

Participant agrees to indemnify and defend Manager and Owners against, and hold it harmless from, any and all claims, causes of action, damages, judgements, cost or expenses, including attorney's fees, which in any way arise from Participant's use of or presence upon the Manager's property and facilities.

Participant agrees to abide by all of Manager's rules and regulations.

If Participant is using his/her own livestock, the livestock shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse any livestock if not in proper health or is deemed undesirable.

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 law of this state. Should any clause be in conflict with State

Law, then that clause is null and void. When the Participant and Participant's parent or guardian, if Participant is a minor, sign this contract it will then be binding on both parties, subject to the above terms and conditions.

It is required that all riders under the age of 16 (sixteen) wear an approved safety helmet. Should Parent/Guardian of Rider choose to allow their minor child to ride without this safety gear, they are doing so with full release of liability for the event Arena and Arena Managers and owners.

Riders and/or Parent/Guardian hereby release the use of their names and/or photographs to be used for the purposes of T-shirts, posters, website production, newsletters and any other advertising-based application so chosen by the event Arena and BTPC personnel/officers.

I HAVE READ AND AGREE TO THE TERMS OF THE LIABILITY RELEASE:

Signature: _____

Date: _____

If participant is a minor, Parent/Guardian Signature: _____

Date: _____

Print Participant Name: _____

Print Parent/Guardian Name: _____