

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

NON-MEMBER

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT BEFORE SIGNING IT.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is made and executed this _____ day of _____, 2024, by _____ (Name) _____ (age), and, [if applicable, Parent(s), Legal Guardian(s) or Natural Guardian(s) _____, and/or _____.

Non-Member(s) hereby acknowledges that its leasing of the Burleson County Saddle Club Arena (aka Buddy & Edile Lightsey Arena) (collectively referred to herein as the "BCSC Arena") is totally at its own risk and that injuries or personal property damage may occur. Non-Member(s) hereby does agree to release and hold harmless the BCSC Arena their officers, directors, members, affiliated organizations and others acting on its behalf, from any claim, legal liability, legal action or right for damages, for any accident which may occur to them or any equine or other animal that may become injured. Non-Member(s) further assumes and accepts full responsibility for any property and/or livestock placed at the BCSC Arena, or any part thereof, and the Non-Member(s) hereby does release and discharge the BCSC Arena from any and all liability for loss, injury, or damages to the persons or property that may be sustained by Non-Member(s) use of the BCSC Arena.

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

IN CONSIDERATION OF the usage of the BCSC Arena by Member and in exchange for the releases herein relating to risk of injury that exists while participating in BCSC Arena (hereinafter the "Activity"); and

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"), which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** and hereby waive any and all rights, claims or causes of action; of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge BCSC Arena, located at 905 TX-36, Caldwell, TX 77836, their landowners, officers, employees, helpers, contractors, affiliates, directors, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from all claims, injuries or damages that I may suffer as a direct result of my participation in the aforementioned Activity.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the BCSC Arena, officials or agents, regarding my approval to participate in the Activity.

I RELEASE, DISCHARGE AND PROMISE NOT TO SUE BCSC Arena, and Releasees, for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders. **I FURTHER ACKNOWLEDGE** that any animal may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, all of which causes serious injury or death. Steel panels, fencing, gates, ropes, latches, saddles, bridles and all other equipment and structures and improvements to the rodeo grounds may loosen or break, all of which may cause serious injury or death.

I ACKNOWLEDGE THAT ANIMAL HANDLING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of animals, regardless of their training and past performance. I voluntarily assume the risk and danger of injury or death inherent in the use of the animals, equipment or gear.

I HEREBY CERTIFY that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else Releasor agrees to bear the costs of such injury or damage, further certify that they are willing to assume the risk of any medical or physical condition they may have.

I FURTHER ACKNOWLEDGE that this document is a contract and agree that if a lawsuit is filed against BCSC Arena or its land owners, agents, employees, helpers, members, contractors, directors, horse owners, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by BCSC in defending such an action.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY WITHIN THE 2024 CALENDAR YEAR, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT. I AM AWARE BY SIGNING THIS CONTRACT I AM ACCEPTING ALL TERMS AND CONDITIONS SET FORTH ABOVE. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name:

Signature:

Date:
