**RELEASE AND WAIVER OF LIABILITY**

**ASSUMPTION OF RISK AGREEMENT**

**WARNING**

**Under Texas Law**

**(Chapter 87, Civil Practice and Remedies Code)**

**An equine Professional is not liable to or the death of a participant in Equine Activities resulting from the Inherent Risk of Equine Activities.**

In consideration of receiving permission to enter upon the premises @ 5580 CR 277 Kaufman Tx 75142

of Brad Witherspoon and the Witherspoon Ranch Arena, the receipt of such permission being hereby acknowledged and in further consideration of receiving permission to participate either as a trainer, owner, attendant, participant, or involved/uninvolved bystander, in riding a horses rented or loaned to participant by Brad Witherspoon & Melanie King and Witherspoon Ranch Arena, or in any other capacity in any equestrian activity, such as showing, taking lessons, trying of sale horses, riding or using equestrian facilities in any fashion, the receipt of such permission also being acknowledged, the undersigned hereby releases Brad Witherspoon & Melanie King and Witherspoon Ranch Arena, and any related or affiliated company and/or respective officers, trustees, agents, employees and relatives, of and from any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of and relating to any loss, damage, or injury, including death, that may be sustained by the undersigned, while in, on, or upon said premises, or any premises being ridden upon, by said horses and participants, or any premises leased to, owned by, or under the control or supervision, of any of the above–named entities or individuals, or any other premises being used.

The undersigned being fully aware of the risks and hazards inherent in entering upon said premises, ore other properties, and/or in participating in any equestrian activity held at said premises, or other properties being used with said horses and/or participants, knowing their present condition, and knowing that said condition may become more hazardous and dangerous during the time that then undersigned is upon said premises or any other premises with said horses. The undersigned hereby voluntarily assumes all risk of loss, damage, or injury, including death that may be sustained by the undersigned, or any property or animal of the undersigned, while in, on or upon said premises, or while riding a horse rented or loaned to the undersigned by Brad Witherspoon, Melanie King and Witherspoon Ranch Arena. In the event of injury, ambulance service and/or medical or paramedical attention may be provided if possible by one of the above named entities or individuals. The release extends to any and all liabilities arising out of or in any way connected with such provisions of ambulance service and medical or paramedical attention or failure to provide therefore.

The release shall be binding upon the distributees, heirs, next of kin, personal representatives, executors, and administrators of the undersigned. Likewise, it shall be binding upon all guests of the undersigned.

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the foregoing release, understands it, and signs it voluntarily, and that he is over the age of 18 and of sound mind. Each parent must fill out a form for their child(ren).

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Signature of participant, or Legal Guardians or natural born parents of a minor Date

Child Participating Age Child Participating Age

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