



Adrienne Gamboa

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Adult Release and Hold Harmless Agreement

Whereas, _____, (hereinafter referred to as the *Client*) hereby formally acknowledges by this document the inherent risks involved in riding and working around horses, including but not limited to serious bodily injury and/or death from using, riding or being in close proximity to horses/equines, and further that both equine and rider can be injured in normal use or in competition and schooling/practice/pleasure riding;

In consideration thereof, the *Client*, for the privilege of riding and working, competing, schooling, practicing and/or being in close proximity to horses and equines located on the premises of Elite Sporthorse, 14880 Waterloo, Houston, Texas 77053, hereby expressly recognizes *Elite Sporthorse*, its owners, officers, employees, representatives and agents are equine professionals as defined by Chapter 87 and *Client* further expressly acknowledges the following warnings are posted at various, conspicuous locations around *Elite Sporthorse*:

NOTICE—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.

Additionally, the *Client* agrees to hold harmless and indemnify, *Elite Sporthorse*, Adrienne Gamboa and any/all officers, employees, agents and/or representatives of *Elite Sporthorse* and further releases *Elite Sporthorse*, Adrienne Gamboa and any/all employees, agents and/or representatives of *Elite Sporthorse* from any liability or responsibility for any injury, damage, accident or illness to *Client* and/or any horse/equine owned, leased, ridden or handled by *Client* or to any family member, guest and/or spectator accompanying *Client* on the premises of *Elite Sporthorse*.

Further, *Client* hereby agrees that *Elite Sporthorse* requires all riders under the age of 21 to wear an ASTM/SEI certified helmet at all times while mounted on any equine while on the premises of *Elite Sporthorse* and that *Elite Sporthorse* recommends that riders of all ages wear an ASTM/SEI certified helmet at all times while mounted on a horse. The *Client* agrees to be solely responsible for ensuring the wearing of such helmet and further assumes full responsibility for the failure to wear such helmet. Any rider that fails to wear a helmet does so at his or her own risk.

BY THE SIGNATURE AFFIXED BELOW, *CLIENT* REPRESENTS HE/SHE HAS FULL LEGAL AUTHORITY TO ENTER INTO THIS RELEASE AND HOLD HARMLESS AGREEMENT, AND FURTHER ACKNOWLEDGES THAT HE/SHE HAS READ, FULLY UNDERSTANDS, AGREES AND ACCEPTS THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT IN ITS ENTIRETY.

This constitutes the entire Adult Release and Hold Harmless Agreement between the parties. Any modification or additions MUST be in writing and signed by all parties to the Agreement. No oral modification or additions will be considered to be part of this agreement unless reduced to writing and signed by all parties.

EXECUTED this _____ day of _____, 20_____.

CLIENT

ELITE SPORTHORSE

ADRIANNE GAMBOA
