



Adrienne Gamboa

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Minor Release and Hold Harmless Agreement

Whereas, _____, (hereinafter referred to as the *Client*) the legal guardian and/or parent of _____, a minor, (hereinafter the *Minor*) 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*, the legal guardian and/or parent of the *Minor*, for the privilege of the *Minor* 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, (hereinafter referred to as *Elite Sporthorse*), 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* and any/all employees, agents and/or representatives of *Elite Sporthorse* from any liability or responsibility for any injury, damage, accident or illness to the *Minor* and/or any horse/equine owned, leased, ridden or handled by *Client* and/or the *Minor* to any family member, guest and/or spectator accompanying *Client* and/or the *Minor* on the premises of *Elite Sporthorse*.

As the legal guardian/parent of the *Minor*, *Client* hereby agrees that the *Minor* will wear an ASTM/SEI certified helmet when mounted on any equine while on the premises of *Elite Sporthorse* and additionally agrees to be solely responsible for ensuring the wearing of such helmet and further assumes full responsibility for the failure by the referenced *Minor* to wear such helmet.

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 Minor 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
