

**Y.O. ADVENTURE CAMP, INC.
CAMP HORSES**

PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

I, the undersigned, in consideration of the services of Y.O. Adventure Camp, Inc., its officers, employees, agents or representatives, contractors and suppliers (hereinafter collectively referred to as "Y.O. Camp"), and **Y O RANCH PARTNERSHIP and ESTATE OF CHAS. SCHREINER, III, DECEASED, ESTATE OF LOUIS A. SCHREINER, II, DECEASED, CHAS. SCHREINER, IV, WALTER R. SCHREINER, JR. and GUS L. SCHREINER**, the owners of the Ranch, their spouses, agents, employees, heirs, executors, administrators, successors and assigns, jointly and severally (hereinafter collectively referred to as "YO Ranch"), hereby agree to release and discharge Y.O. Camp and Y.O. Ranch, on behalf of myself, my heirs, assigns, personal representatives and estate including a child of ward for whom I sign as follows:

- 1) I agree to voluntarily partake in trail ride and other equestrian activities on my own free will and accord. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand that Y.O. Camp and Y.O. Ranch do not wish to frighten me or reduce the enthusiasm for the trail ride, but believe that it is important for me to know in advance of potential risks and to be informed of these risks. The following describes some, but not all of those risks:
 - A) Environmental risks, including insects, snakes, large and/or wild animals, rough and rocky terrain, thorns, flash floods, lightening, sunburn and the unpredictable forces of nature including weather which may change to extreme conditions without notice.
 - B) Camping hazards, including burns, cuts, falls and falling timber.
 - C) Falls or other injuries or loss of property arising out of the selection of equipment, or the selection and training of employees and horses, or instruction regarding the riding of or any activity around any horse on ranch premises, whether or not owned by Y.O. Camp. Risks include, though not exclusively, the unpredictable nature of horses including their reaction to sound, sudden movement and unfamiliar objects, persons or animals, and falling from and being thrown, kicked, bitten, or fallen upon by a horse because of land conditions and hazards including, uneven terrain, objects or other animals on the trail, and loose, worn, or improperly fitted gear and tack; and including careless behavior of others including failure to control a horse or not acting within his or her ability.
 - D) The horse which I ride, and the tack and gear and certain personnel associated with my ride, may be supplied by others under contract to Y.O. Camp, and I specifically include in this Participation Agreement, Release, and Acknowledgement of Risk any injury or losses of property that may be caused by those items, animals, and persons supplied by contract.
 - E) The propensity of an equine or livestock animal to behave in ways that may result in personal injury or death to a person on or around it.
 - F) I am fully aware and understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3-1/2 to 5-1/2 feet. I understand that I, or my minor child or legal ward, could be injured as a result of any of these or other actions of a horse. I understand these risks, and I voluntarily assume these risks and dangers.
 - G) I further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that neither Releasees nor any trainer or employee of Releasees is responsible for the results of the rider's actions or inactions, or for the actions of the horse. I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me and/or my minor child or legal ward.
 - H) With respect to equine activities, certain land conditions and hazards, including surface and subsurface conditions.
 - I) A collision with another animal or an object.
 - J) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or livestock animal or not acting within the participant's ability.
- 2) Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my or others' property arising from my participation in this activity. I understand that the description of these risks is not complete and that other known or unanticipated risks may result in injury, death, or property damage. I agree to assume responsibility for the risks identified here and those risks not specifically

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identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

- 3) **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.**
- 4) I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Y.O. Camp and Y.O. Ranch, including each entity's respective partners, agents or employees, and all other persons or entities from any and all liability claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically, but not limited to, **THE NEGLIGENT ACTS OR OMISSIONS OF Y.O. CAMP AND Y.O. RANCH INCLUDING EACH ENTITY'S RESPECTIVE AGENTS OR EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES, FOR ANY AND ALL INJURY, DEATH, ILLNESS OR DISEASE, AND DAMAGE TO MYSELF OR TO MY PROPERTY. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST Y.O. CAMP AND Y.O. RANCH OR EACH ENTITIES RESPECTIVE PARTNERS, OFFICERS, AGENTS, EMPLOYEES, OR OTHERS EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE, IT BEING SPECIFICALLY INTENDED AND AGREED TO RELEASE THE YO CAMP AND YO RANCH AND/OR EACH OF THEIR PARTNERS AND THEIR SPOUSES, AND THEIR OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES AND CONTRACTORS FROM THEIR OWN NEGLIGENCE OR GROSS NEGLIGENCE.**
- 5) Should it become necessary for Y.O. Camp and/or Y. O. Ranch, or someone on each entity's behalf to incur attorney's fees and costs to enforce this agreement, or any portion thereof or because of my failure to abide by its terms, I agree to pay its reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
- 6) I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I have no past or present physical or psychological condition that might affect my participation in this activity, and to my knowledge, I am capable of participating in the activity without causing harm to myself or others. I authorize Y.O. Camp to obtain or provide emergency hospitalization, surgical, or other medical care for me.
- 7) I have been offered a protective riding helmet which might prevent head injuries, including laceration, concussions, and even brain damage in the event of an accident. If I reject the helmet it is against the advice of the Y. O. Camp representatives, and the company that provides insurance to Y. O. Camp, I am refusing this important safety precaution. My signature at the end of this paragraph is clear and certain evidence that I understand the significance of my having refused and ignored this advice and that I assume the risks of doing so and agree to release and indemnify others, as provided in this Agreement. **ALL RIDERS UNDER THE AGE OF 18 MUST WEAR A HELMET. THERE ARE NO EXCEPTIONS TO THIS RULE.**

I understand and agree that this Agreement and Liability Release is being entered into in the state of Texas, and the laws of the State of Texas shall govern its terms and conditions. The parties agree that if any term or condition is found to be invalid under the laws of Texas, such offending term or condition shall be stricken from the agreement without affecting the other terms and conditions.

I ACCEPT REJECT the helmet. (circle one)

Signature _____

- 8) I am providing the Y.O. Camp and Y.O. Ranch the following information upon which they can rely related to the participant's ability to safely engage in equine activities:

Name of Participant: _____

Date of Birth: _____

Physical or Mental Disability (Describe): _____

Weight: _____

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Riding Experience (Describe Fully): _____

Can the Participant safely participate in Equine Activities (Horseback Riding): YES or NO (Circle one)

Last time Participant participated in Equine Activities: _____

Type of saddle used: ENGLISH or WESTERN (Circle one)

Has the Participant ever fallen or had an accident while participating in Equine Activities (Describe): _____

- 9) I understand and agree that this Participation Agreement, Release, and Acknowledgement of Risk is governed by the laws of the State of Texas. My signature below indicates that I have read this entire document, understand that it affects my legal rights, and agree to be bound by its terms. References herein to "I", "my", "myself" and other first person references shall include any child or ward for whom I sign.

Signature of Participant: _____ **Print Name:** _____

Date: _____

The undersigned, being the parent and natural guardian or legal guardian of the Minor, does hereby further represent that he is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the Releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of Minors and the undersigned.

I HAVE READ AND UNDERSTAND THAT THIS IS A RELEASE AND INDEMNITY AGREEMENT AND THAT I AM WAIVING CERTAIN RIGHTS THAT I MAY HAVE.

If under 18, signature of Parent or Guardian with legal authority to sign for a minor:

Signature: _____ **Print Name:** _____

Address: _____

Phone: _____ **Date:** _____