

Eagle Eye Ranch Carriage Company FULL AND GENERAL RELEASE OF LIABILITY RIDES/ HORSEBACK RIDING – HAY WAGON Date Time Ride # \$ PayPal / Cash

Eagle Eye Ranch Carriage Company, a Texas business operates a livery (horseback riding and hayride) at Dinosaur Valley State Park, near Glen Rose, Texas. Although Eagle Eye Ranch Carriage Company has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled. We wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Eagle Eye Ranch Carriage Company does not want to frighten you or reduce your enthusiasm for this activity, but we do believe it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of those risks.

There are numerous obvious and non-obvious inherent risks always present in any such activity despite all safety precautions. Horses are 2 to 10 times larger, 10-40 times more powerful, and 3 to 4 times faster than a human. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger.

Elements within the Dinosaur Valley State Park can scare a horse, causing it to fall or react in some potentially hazardous way. Some examples are: hikers, bicyclists, vehicles, thunder, lightening, rain, wind, water, wild and domestic animals, insects, reptiles, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made landscape.

The undersigned desires to participate in horse drawn hayride/ horseback riding.

The undersigned understands the potential dangers that he or she could incur while riding on a hayride/ horseback ride. Understanding those risks, the undersigned hereby fully and forever discharges and releases said Eagle Eye Ranch Carriage Company its owners, employees, agents and volunteers, from all liability, claims, demands and causes of action, if any, in the event of any injury and damage to the undersigned or to the property of the undersigned (including perhaps even death). This release shall be in effect whether such liability, claim, demand, or cause of action is based upon negligence, gross negligence, recklessness, willful and wanton conduct, breach of contract (express or implied) or upon any other legal theory of any nature whatsoever.

In addition, a Texas statute mandates that the following warning be included herein:

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

This release shall be binding upon the undersigned, together with his or her heirs, devisees, beneficiaries, personal representatives and agents.

If the undersigned is signing this Release for a person who is under the age of eighteen years, then he or she is doing so as a representative of said minor, and will have to designate the representative capacity by circling one of the choices on the signature line; and by so doing verifies and acknowledges that he or she has that authority. The Texas statutes define these representative capacities, for this purpose, as follows:

“**Parent**” means natural parent or a parent by adoption of the minor.“**Guardian**” means the duty and authority vested by court action to make major decisions affecting the minor. “**Legal Custody**” means the right to the care, custody and control of the minor including the duty to provide medical care and discipline for therefore. “**Legal Representative**” means a person designated by a court to act on behalf of a person regarding contact with that person and regarding obtaining certain records concerning that person.“**Physical Custodian**” means a guardian, whether or not appointed by a court, with whom the minor is residing.“**Responsible Person**” means a person who is responsible for the child’s health and welfare. The undersigned, for himself, herself, or in the representative capacity for a person under the age of eighteen years, hereby agrees to indemnify and hold harmless Eagle Eye Ranch Carriage Company its owners, employees, agents and volunteers, from all liability, claims, demands and causes of action in the event of injury (including death) including costs and reasonable attorney fees, to the undersigned and his or her property, or to the minor, and his or her property for whom the undersigned is signing this Release. The undersigned acknowledges that he or she has read this full release; that he or she understands the same and it is not ambiguous; and that he or she voluntarily, knowingly and intentionally has signed this full release. Adults must sign for themselves, and if participant is under 18, must be signed by a representative

PARTICIPANTS NAME (Please Print)	AGE	PARTICIPANTS SIGNATURE	Helmet denial, Please Initial	CIRCLE ONE (This section MUST be completed)
				Adult Participant; Parent; Guardian; Legal Custodian; Representative; Physical Custodian; Responsible Person
				Adult Participant; Parent; Guardian; Legal Custodian; Representative; Physical Custodian; Responsible Person
				Adult Participant; Parent; Guardian; Legal Custodian; Representative; Physical Custodian; Responsible Person
				Adult Participant; Parent; Guardian; Legal Custodian; Representative; Physical Custodian; Responsible Person
				Adult Participant; Parent; Guardian; Legal Custodian; Representative; Physical Custodian; Responsible Person

