

**Monarch Stables Camps, Clinics and After School Program Agreement
Including Assumption of Risks, Agreements of Release and
Indemnification, and Consent for Treatment**

Description of Activities: Monarch Stables LLC, d/b/a “Monarch Stables” offers a Camps, Clinics and After School riding Programs that includes instruction in horse handling, care, and riding. In addition to equine related activities, participants will be involved in games, crafts, water play, nature walks, creek play, and fishing.

Inherent and other Risks: Serious injuries are uncommon in the above described activities, but the risk of injury exists. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and, in extraordinary cases, even death, including by drowning. The property on which the program is located includes rocky and wooded terrain, cliffs, ravines, creeks, and creek beds, which may contain potentially harmful plants and animals, including snakes and other creatures which may have a bite or sting. Injuries may be a natural consequence of the activity undertaken, as a result of environmental hazards (including terrain and weather), a result in errors of judgment or other negligence of staff, volunteers, or other participants, or otherwise; and may occur in spite of the reasonable efforts of staff and volunteers to prevent them. In all such cases, these inherent risks, and other risks, which may not be inherent, must be accepted by those who choose to participate.

**Waiver and
Release:**

In consideration of the Camps, Clinics and After School program which I have contracted for with Monarch Stables, I, the undersigned Parent of a minor Participant (for himself or herself and on behalf of the minor participant), agree as follows:

1. I understand the nature of the activities that the Participant will be engaging

in as described above. 2. I understand that there are risks of injury and death associated with these

activities. 3. I acknowledge and voluntarily assume the risks of illness, injury and death

associated with these activities, inherent and otherwise, and whether or not

described above, including those which may result from the negligent acts or omissions of other participants, staff, or volunteers. 4. I hereby release, indemnify and hold harmless Monarch Stables, its owners, agents, and employees, and the owner or owners of the property on which the program is conducted, from, and agree not to sue them for, any liability for claims that may arise out of or relate in any way to the minor child Participant's enrollment in the program. The claims hereby released and indemnified include claims of negligence of a released party, but not claims of gross negligence or willful injury. 5. I accept responsibility for any expenses that may be incurred for any illness

or injury that may result from the minor Participant's participation in the

Program, including the costs of evacuation, hospitalization, and medical treatment. 6. I agree that the laws of the State of Texas shall govern in this Agreement and that the courts with jurisdiction in Hays County shall have jurisdiction in any dispute that may arise between Participant and Monarch Stables. 7. I agree that should any part of this Agreement be judged invalid by a court

with proper jurisdiction, that all other parts not so judged shall nevertheless remain valid and in effect. 8. I have read, fully understand, and hereby agree to the terms of this

Agreement

Consent for Treatment I hereby give my consent to have the below named Participant treated by emergency medical personnel, a physician, or surgeon, in case of sudden illness or injury while participating in the Camps, Clinics and After School Program. It is understood that Monarch Stables will provide no medical insurance for such treatment, and the cost thereof will be at my expenses.

Participant Name:

Parent or Legal Guardian Name:

Parent or Legal Guardian Signature:

Date: _____

Phone numbers to contact in case of emergency (please provide number, name of contact, and relationship to Participant):

Medical Conditions we should know about?
