

Under Texas law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

RELEASE

I, _____, acting on my behalf or that of my minor child, _____ agree to assume all risks for myself or minor child and release Monarch Stables, L.L.C. from any responsibility or liability from this day forth I acknowledge that the use, handling, and riding of a horse and the use of farm equipment and the presence in or around a stabling facility where horses are present, involves inherent risks of personal injury or death to any individual involved in such activities and of damage to or loss of personal property, including damage to the tack and horses involved. I acknowledge that a horse, regardless of past behavior or training, can act unpredictably at any time. I acknowledge that horses, riders, and observers can be injured in the normal course of events while tacking up, hacking, schooling, competing, or just observing in close proximity to horses. With full awareness of the foregoing, I am knowingly participating in equine activities at facilities owned and operated by Monarch Stables, LLC d/b/a Monarch Stables (referred to herein as "Monarch Stables"), or at an event held at another location sponsored or attended by or with Monarch Stables, and I willingly engage in such activities. I accept the possibility of injury or death to myself and/or my horse and/or to others and their horses as inherent risks of equine activities. I acknowledge that horseback riding is a rigorous activity, requiring both physical fitness and mental alertness at all times. I certify that I am in good health, free from injury, illness, or other defect that might impair my ability to engage in this activity.

In consideration of the agreement of Monarch Stables to allow my participation in equine activities, I expressly and voluntarily assume all risks attendant to such activities, and I do hereby fully forever release, discharge, and agree to indemnify and hold harmless Monarch Stables, LLC, its members, and their respective representatives, employees, and agents, and all persons in privity with them, from any and all claims, causes of action, or damages of any kind whatsoever, known or unknown, which I, or those who may claim on my behalf, may assert as a result of injury or death to any horse or rider, or loss or damage to property, incurred while I am participating in any equine activities at Monarch Stables or attended by Monarch Stables at another location, excluding claims that may result from gross negligence.

By signing below, I am waiving valuable legal and equitable rights and assuming important legal obligations. I have carefully considered the risks involved in signing this release and sign with full knowledge of those risks. This release is valid until written revocation is received by Kalli Smith, after which point I understand that I will not be able to participate in equine activities at or with Monarch Stables.

Monarch Stables Release Page 2:

Please acknowledge that you have read and understand the warnings in the Monarch Stables Release. Please write out in your handwriting: "I have read and understand these warnings.":

Signed: _____

Printed Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Email Address:** _____

Date: _____

ALL BLANKS MUST BE COMPLETED BEFORE HANDLING ANY HORSE If I am signing this release as a parent or guardian (for a participant under 18 years of age), I represent that I am the custodial parent and that I am authorized to sign this release and indemnification agreement.

Signed: _____