



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

As a necessary and indispensable part of my being allowed to participate in Equine Assisted Therapy Activities sponsored by Angels on the Horizon Therapeutic Center, LLC, I do hereby agree and represent, on my behalf and on behalf of my heirs, personal and legal representatives, successors, assigns, employees, dependents, and associates as follows:

1. I understand and acknowledge that Angels on the Horizon Therapeutic Center, its employees and agents are equine professionals and that the facilities and programs used or sponsored by Angels on the Horizon Therapeutic Center, LLC. are equine activities as defined and contemplated by Texas Civ. Prac. & Rem Code S87.001 et seq. and that any claim I may have against Angels on the Horizon Therapeutic Center, its employees or agents is limited by Texas law.
2. The participant hereby acknowledges that he has full and complete notice and understanding of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"). These risks include, but are not limited to: (I) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability; (vi) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (vii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions; (viii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent; (ix) the hazards which rocks, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (x) the dangers of being struck by an equine; (xiv) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and (xi) all other risks associated with horses, [handling horses,] and related activities.
3. I also understand that some conditions and risks may be known to you, Angels on the Horizon Therapeutic Center, LLC. or your employees or agents that are unknown to me; I fully acknowledge and agree that none of you, Angels on the Horizon Therapeutic Center, LLC. or any of your employees or agents has a duty to me to advise me of any potential risks, dangers, or conditions I may encounter and I recognize that what may seem dangerous to some is commonplace to others.
4. I willingly assume any and all risks and danger inherent with or incidental to my participation in Angels on the Horizon Therapeutic Center, LLC. programs and my travel to and from Angels on the Horizon Therapeutic Center programs or classes, and any and all activities in connection with any such activities sponsored by Angels on the Horizon Therapeutic Center, LLC.

5. I will release and indemnify you, Angels on the Horizon Therapeutic Center, LLC. and all of the agents, representatives, associates, employees, contractors, subcontractors, shareholders, successors, and assigns of Angels on the Horizon Therapeutic Center, LLC. and I will hold all of those people and entities harmless in all respects in connection with all of my activities with Angels on the Horizon Therapeutic Center, LLC. and as a result of all travel to and from any Angels on the Horizon Therapeutic Center, LLC. facility or program.
6. My agreements to indemnify and hold harmless extend to and include all damages (including but not limited to any claim or negligence against Angels on the Horizon Therapeutic Center, LLC., attorney's fees, costs, and expenses that may be incurred by or claimed against Angels on the Horizon Therapeutic Center, LLC. and all of the agents, representatives, associates, employees, contractors, subcontractors, shareholders, successors, and assigns or Angels on the Horizon Therapeutic Center, LLC. and of yourself.
7. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the sponsor.
8. If this Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his own behalf.
9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant and the undersigned.

This agreement is knowingly, willingly and freely given, and I fully understand and agree that it is a release and waiver of certain rights I may have and shall act as a complete bar against any claims that might otherwise be brought. Any claims that may nevertheless be brought or asserted shall be my responsibility entirely.

Print Name: _____

Date: _____

Signature _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by Angels on the Horizon Therapeutic Center, LLC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Angels on the Horizon Therapeutic Center, LLC. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

FOR MINORS UNDER 18 YEARS OF AGE:

Print Name of

Minor: _____

Date: _____

Printed Name of

Legal Guardian: _____

Signature of

Parent or Legal Guardian: _____

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.