

YMCA OF GREATER HOUSTON AREA
CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
(PLEASE READ BEFORE SIGNING)

WARNING: UNDER TEXAS LAW (CHAPTER 87, TEXAS CIVIL PRACTICE & REMEDIES CODE) AN FARM ANIMAL 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.

WHEREAS, THE UNDERSIGNED (herein referred to as "Applicant") wishes to participate among and on horses, including but not limited to riding, handling, or otherwise being near horses or other equine animals, on the premises of, owned by, or in the care, custody and control of the YMCA of Greater Houston Area (collectively referred to herein as "YMCA"); and in consideration of YMCA's action in allowing the Applicant to voluntarily participate among and on horses, including but not limited to riding, handling, or otherwise being near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA, as arranged for the Applicant by the YMCA, its affiliates, agents, servants, employees, volunteers, officers, and directors (collectively, the "Released Parties"):

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the equine facilities at Camp Cullen, and Applicant accepts the equine facilities as being safe and reasonably suited for Applicant's entry, observation, use, or participation. **Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not participate in any equine-related activities.**

Applicant acknowledges that the activity of horseback riding, handling, and being around or near horses or other equine animals **involve certain inherent risks and that certain dangers may occur as a result.** These include, but are not limited to, potentially dangerous surface and subsurface land conditions or hazards; the potential to fall from or be injured by a horse or other equine animal; the potential for collision with another animal; the potential for another participant to act negligently; for example, by failing to maintain control of an animal; the failure of any equine-related equipment or protective gear; accident or illness in remote places without nearby medical facilities; and the potential for a medical emergency when medical treatment may be several hours away. Applicant also acknowledges that Camp Cullen does not have medical staff on the premises. Applicant further acknowledges that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright. Applicant recognizes that these risks may also include loss or damage to personal property, bodily or psychological damage and/or injury, not excluding fatality. **Applicant further acknowledges that the above delineated inherent risks are provided only as a non-exclusive list of examples and do not in any way limit the Applicant's waiver, release, and indemnification of the Released Parties.**

Applicant has and does hereby assume all the above risks and any and all other risks incidental to the nature of horseback riding, handling, and being around or near horses or other equine animals, regardless of whether those risks are foreseeable, and will hold the Released Parties harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage, death, or loss otherwise, whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties, or otherwise to the fullest extent permitted by law, arising from, or alleged to have arisen from, Applicant's riding, handling or otherwise being near horses or other equine animals, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any equine activities. In addition, Applicant agrees to **indemnify, hold harmless, assume liability for, and defend the Released Parties**, as stated above, from any and all costs and expenses, including, but not limited to, reasonable attorneys' fees; judgments; court costs; actual, punitive, and special damages; and all other sums which the Released Parties may pay or become obligated to pay arising from, or alleged to have arisen from, the Applicant's riding, handling or otherwise being near horses or other equine animals, and/or the riding, handling or otherwise being near horses or other equine animals by any family member, dependent, or guest, including any minors, accompanying Applicant in any equine activities **whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties**. Applicant also acknowledges that the YMCA does not provide accident, injury, illness, disability, or life insurance covering Applicant or any family member, dependent, or guest, including any minors, accompanying Applicant.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, while riding, handling or otherwise being near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA. Applicant fully understands that Applicant's physical activity involves risk of injury and that Applicant's decision to ride, handle or otherwise be near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA is **entirely voluntary**. Applicant further states that the Applicant has read and understood this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. Applicant enters into this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT and takes full responsibility for Applicant's decision to participate or not participate and agrees to follow all safety instructions.

NAME OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE