

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

**SISTERCREEK RANCH
Waiver and release from liability**

1. **Voluntary Participation:** I, _____, (for myself/as the parent or guardian of a minor child hereinafter "I") acknowledge that I am a guest of SisterCreek Ranch and that I may voluntarily participate in various activities including but not limited to horseback riding, trail riding, hiking, fishing, swimming, riflery, target shooting and other recreational activities, ("Activities") on the premises of SisterCreek Ranch located on FM 1376, Sisterdale, Texas.

2. **Assumption of Risk and Release:** I hereby acknowledge the inherent dangers, risks and hazards, particularly in a wilderness environment, of the Activities and services provided by SisterCreek Ranch and assume all risks associated therewith. I understand that these dangers, risks and hazards include without limitation:

- a) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them.
- b) The unpredictability of the animal's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals.
- c) Certain hazards such as surface and sub-surface conditions or collision with other animals or objects.
- d) The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs and other obstacles whether they are obvious or not obvious, man-made or natural.
- e) Encounters with wildlife, animals and insects and temperature extremes.
- f) Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.

In consideration of the privilege of participating in the Activities or benefiting from services provided by SisterCreek Ranch, I intentionally waive any and all rights whatsoever arising from any accident or injury occurring on the premises of SisterCreek Ranch or during the course of any Activities and services provided or sponsored by SisterCreek Ranch, including but not limited to any and all potential claim or cause of action against Sister Creek Partners, L.P., its employees, agents, officers, directors, shareholders, general partners, limited partners, owners and customers. Furthermore, I agree to hold harmless and to fully indemnify Sister Creek Partners, L.P., its employees, agents, officers, directors, shareholders, general partners, limited partners, owners and customers of and from any and all claims or causes of action resulting from accidents or injuries to either me or my child (or to anyone else that may be caused by either or any of us,) even where such accident or injury results from the negligence, or other wrongful act or omission of Sister Creek Partners, L.P., its employees, agents, officers, directors, shareholders, general partners, limited partners, owners or customers. I understand that these activities may require good physical conditioning and a degree of knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I am voluntarily participating in these Activities with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death, and verify this statement by placing my initials here: _____.

3. **Knowing and Voluntary Execution:** I for myself, my heirs, successors, executors and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless SisterCreek Partners, L.P, its employees, agents, officers, directors, shareholders, general partners, limited partners, owners and customers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including attorney's fees) which are related to, arise out of, these services, kind or in nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death resulting from negligence of SisterCreek Partners, L.P., its employees, agents, officers, directors, shareholders, general partners, limited partners, owners and customers or for some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue SisterCreek Partners, L.P., its employees, agents, officers, directors, shareholders, general partners, limited partners, owners and customers as a result of any injury, paralysis, or death suffered in connection with my voluntary use and participation in all activities.

I have carefully read this release and fully understand its contents. I am aware that this is a release of liability and a contract between Sister Creek Partners, L.P. and me and I sign it of my own free will.

_____ **Signature** Executed on _____, 20 _____.

_____ **Printed Name**

Declaration of Witness: I certify that _____ acknowledged in my presence that he/she read and fully understood the meaning and consequences of the foregoing release, and signed it in my presence.

_____ **Signature** Executed on _____, 20 _____.

OPTIONAL: If you would like to receive occasional newsletters and emails about special events at SCR please fill in your Email

here: _____ **Type in SisterCreek Ranch and LIKE us on Facebook.**