

# Cowboy Capital MS Trail Ride Fun Run and Walk Fundraising Event

*Held at Blue Stem Ranch, Gate 11, West FM 1188 Morgan Mill TX 76465*

## **THIS IS A LIABILITY WAIVER AND ACKNOWLEDGEMENT OF RISK AND HOLD HARMLESS AGREEMENT**

READ CAREFULLY AND INITIAL ALL SECTIONS BEFORE SIGNING

The Cowboy Capital MS Trail Ride, Fun Run and Walk ("Event") is a fundraising event to raise money for research to find a cure for multiple sclerosis. The Event includes a Trail Ride on horseback, a 5K Fun Run and a 1 Mile Walk, both on foot. The Event activities are held on a working cattle ranch and is considered a farm activity. Those participating in the Event assume the risk of certain hazards that may result in illness, injury, or death of the participant or the participant's horse, and damage to personal property. The following are examples of dangers participants may encounter: uneven terrain, holes from burrowing animals, fire, cactus, poisonous plants and insects, snakes and other wildlife, variable weather conditions, becoming lost, variable skill of participants, and unpredictable behavior of farm animals. It is not possible to eliminate the risks. In consideration of participating in the Event, by signing below, you, on your own behalf and on the behalf of your minor child (if a participant) and your heirs, representatives, insurers, and assigns, acknowledge and assume the risks, release liability, and hold harmless the following "Releasees": the organizers, sponsors, cooperating organizations, and volunteers of the Event, the NATIONAL MULTIPLE SCLEROSIS SOCIETY, Lone Star Chapter, Cowboy Capital MS Trail Ride, Blue Stem Ranch and its owners, employees, and contractors, and any other person or entity connected in any way with the Event, together with their respective successors and assigns, singly and collectively, from and against any liability for claims, damages, demands, losses, costs, expenses, attorney fees, or other alleged indebtedness, arising from or related to participation in the Event.

### **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

\_\_\_\_\_ By initialing here, I acknowledge that I read and understood the above paragraph and warning.

\_\_\_\_\_ **1. Agreement Scope:** This Agreement is legally binding upon me, the registered participant, and my minor child (if I am signing on behalf of my minor child (under the age of 18 years, who is a participant), my minor child's parents or legal guardians, and my heirs, estate, beneficiaries, executors, administrators, personal representatives, agents, and successors. If I

am signing on behalf of my minor child, I acknowledge that I am solely responsible for the direct supervision of my minor child at all times during the Event and that my minor child may only participate under my direct supervision. The Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and the laws of the State of Texas govern this Agreement. If any portion of this Agreement is declared invalid or becomes inoperative for any reason, the balance, notwithstanding, continues in full force and effect. The venue and jurisdiction for any disputes that may arise under this Agreement is the state court located in Erath County, Texas.

\_\_\_\_\_ **2. Inherent Risks and Assumption of Risk:** I understand the warning set forth above and acknowledge the dangers I may encounter participating in the Trail Ride, Run, or Walk activities including, without limitation, that the activities take place in isolated areas, over potentially rough terrain and variable trail conditions. I understand that horseback riding is a recreational sport activity with inherent risks to me, my horse, other participants and horses, and personal property. I acknowledge that such inherent risks include the propensity of horses to behave unpredictably, collisions, surface conditions, temperature, weather events, and actions or omissions of other participants. The Releasees make no representations or warranties concerning the safety or condition of any route, trail, land, or improvement on land crossed by Event participants.

\_\_\_\_\_ **3. Wilderness Experience Participation, Conditions of Nature Warning:** I acknowledge that this Event is held on a working cattle ranch, a natural area with minimal man-made improvements and conveniences, and includes wild, rugged and uncultivated areas, forest, hills, creeks, plains, and wetlands. I acknowledge that my horse and I will be exposed to the elements, without shelter, and that my horse may experience sudden or unfamiliar sights, sounds and movement, such as wind, rain, thunder, and lightening, the appearance of animals, reptiles, insects, and birds. I warrant the horse(s) I bring to participate in this Event are sufficiently trained and are suitable to be ridden in a group of riders on this trail ride given these conditions. I further warrant that the horse(s) I bring to the Event will be free of infectious, contagious, or transmittable diseases and I will present a current negative Coggins test before entering the property. I acknowledge that the Releasees, in their sole and absolute discretion, reserve the right to refuse access to the Event to any horse that does not appear to be in good health, or that appears to lack sufficient training, temperament, physical condition, or other attributes necessary to be suitable for the Event.

\_\_\_\_\_ **4. Protective Head Gear:** I acknowledge that it is in my best interest to wear protective headgear, approved by ASTM and SEI for horseback riding, while participating at the Event and that I assume the risk of not wearing protective head gear. I further acknowledged that I understand protective head gear is recommended for all participants. I acknowledge that I am responsible for providing protective head gear.

\_\_\_\_\_ **5. Fit to Participate:** I acknowledge that I am solely responsible for knowing whether I, and my minor child, if applicable, are physically able to participate in the Event and I affirm that I, and my minor child, are so able. I further warrant that any equipment I may use is in good working condition and suitable for use. I affirm that I, and my minor child, if applicable, will observe all applicable Event instructions and rules and that I, and my minor child, if applicable will participate in the Event in a safe and prudent manner.

\_\_\_\_\_ **6. Emergency Medical Care:** I, for myself and my minor child, if applicable, consent to emergency treatment in the event of injury or illness while participating in the Event, granting permission to the Releasees to contact emergency personnel. I acknowledge that I am solely responsible for all costs associated with such care.

\_\_\_\_\_ **7. Photo and Video.** I, for myself and my minor child, if applicable, grant permission to the Releasees to photograph and video Event participation and to use said photo or video, and my name, or that of my minor child, as applicable, in any promotional materials or publications related to the Event.

\_\_\_\_\_ **8. Effect of this Agreement:** I acknowledge that I have read and understand this Agreement, that I agree with the terms and conditions, and that I have signed this Agreement as my free and voluntary act, without inducement or assurances being made to me. I acknowledge that, by signing this Agreement, I am knowingly waiving rights to sue and other substantial legal rights that I might have possessed. **I INTEND MY ACCEPTANCE OF THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, TO THE GREATEST EXTENT ALLOWED BY LAW.**

To be permitted to participate in the Event, you must check the box below.

☐ I agree.

**Participant's Name** \_\_\_\_\_

**Participants Date of Birth if younger than 18 years of age on day of Event** \_\_\_\_\_

**Parent or Legal Guardian if Participant is not at least 18 years of age on day of Event**

**Parent or Guardian's Name** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_