

IRON HORSE GUEST RANCH

LIABILITY RELEASE & INDEMNITY

If you or your child intends to visit Iron Horse Guest Ranch (IHGR), this form must be signed and returned to an owner of Iron Horse Ranch (Alex Henson, Niki Henson, Victor Wilcox or Debbie Wilcox). **NO PERSON (Adult or Child) WILL BE ALLOWED TO PARTICIPATE IN ACTIVITIES OR USE THE PROPERTY AND/OR FACILITIES WITHOUT A SIGNED COPY OF THIS FORM.**

I understand that there are inherent risks in equine activities including, but not limited to:

1. The propensity of equine to behave in ways that may result in damage to property or injury, harm or death to persons on or around the equine. Such equine behavior includes, but is not limited to, bucking, shying, kicking, running, biting, stumbling, rearing, falling and stepping on.
2. The unpredictability of an equine's reaction to such things as sounds, sudden movements, objects, persons or other animals.
3. Certain hazards such as surface or subsurface conditions of the ground.
4. Unpredictable or erratic action by others relating to equine behavior.
5. Traffic, other animals, natural and unnatural hazards, and even the unknown may cause additional risk.

The undersigned here by releases acquits and forever discharges and shall defend, indemnify and hold harmless the Iron Horse Guest Ranch, their subsidiaries and affiliates, employees, agents, partners, landowners, representatives, and their respective heirs administrators, from any and all claims, causes of action, suits, and or demands for personal injury, death, or property damage, accrued or to accrue in the future, known or unknown, (collectively, "claims") relating to or arising out of any negligent, grossly negligent and or intentional or unintentional acts on the part of the undersigned and its connection with his or her entry into and participation in the activates without limiting the foregoing, the undersigned agrees that the IHGR parties agrees shall not be liable to him/her, heirs, family, administrators, and/or assigns for claims arising from or related to the undersigned's entry into and participation in the activities.

The Undersigned assumes **all risk**. The Undersigned participant understands that he/she is solely responsible for knowing the range of his/her ability to manage, to care for, and to control a particular equine and has the duty to act within his/her own ability, to maintain control of the equine, to heed all warnings and to refrain from acting in a manner that may cause or contribute to the injury of any person or the damage to any property at 25896 Riley Road, Plantersville, TX 77363 and/or properties used during the rides. The Undersigned agrees to release the owners of Iron Horse Ranch and all landowners from any liability for damage or loss of personal property incurred on the property or properties during the ride. The Undersigned assumes both the avoidable and unavoidable risks inherent in all ranch related activities, including but not limited to, bodily injury, death and physical harm to horse, rider, spectator, and/or property. The undersigned further agrees to defend, indemnify, and hold harmless the Iron Horse Guest Ranch and its volunteers, staff, owners, partners, and representatives against the consequences of Iron Horse Guest Ranch's volunteers, staff, owners, and representatives own negligence, regardless of whether such negligence was the sole, proximate, or producing cause of the claims. Any damage to or loss of the undersigned materials, equipment, property, or rental property used in connection with the undersigned entry or participation shall be borne by the undersigned.

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I further acknowledge that the Texas State Law (Chapter 87, Civil Practice and Remedies Code) which states that "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", effective Sept. 1, 1995, applies.

LIVESTOCK AND STOCK TANK (Pond) RELEASE

I understand that Iron Horse Guest Ranch is a working ranch with cattle and horses. The ranch also has a one-acre stock tank which has no fence to restrain access by visitors and their children. There is an inherent risk in interacting with livestock and accessing the stock tank. It is the responsibility of the parents/guardians to aid those in their care in avoiding these hazards. No pets are allowed on the property.

In consideration thereof, for the privilege of riding and/or working around horses at Iron Horse Ranch, the Undersigned does hereby agree to hold harmless and indemnify the owners of Iron Horse Ranch, its agents and assignees and further releases them from any liability or responsibility for accident, damage, injury or illness to the Under signers or to any family member, guest or spectator accompanying the Undersigned on the premises.

The Under signers also gives the owners of Iron Horse Ranch and its agent's permission to use photographs of the visitors for promotional materials and uses.

I have read this release of liability and indemnity agreement, fully understand its terms, understand that I have given up substantial rights, and sign it freely and voluntarily without any inducement.

Guest Signature _____ Date _____

Guest Signature _____ Date _____

Additional signatures on back. Please list children.