

WAIVER, AGREEMENT, AND LIABILITY RELEASE
Read Carefully Before Signing

I agree to the following Waiver, Agreement, and Liability Release with Remember Me Rescue (referred to herein as RMR), as a condition for its allowing me, and the other persons identified below, to do any of the following: enter any premises or facility where RMR may conduct activities (referred to herein as "The Property"), be near horses in connection with any Remember Me Rescue activity (regardless of who owns the horses), and/or engage in any other activity involving horses. I am making this Agreement regardless of whether these activities take place under the supervision of RMR.

NAME OF CONTRACTING PARTY: _____

PHONE: (Home) _____ (Busines) _____

ADDRESS: _____

I also make this agreement on behalf of the following, who are my children or legal wards:

1. _____ DATE OF BIRTH: _____
2. _____ DATE OF BIRTH: _____

All parts of this Waiver, Agreement, and Liability Release shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Liability Release will be binding at all times, now and in the future, even after my relationship with Remember Me Rescue should end.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises, land, structures, or facilities where Remember Me Rescue may conduct any activities (referred to herein as "The Property"), to be near horses in connection with any Remember Me Rescue activities (regardless of who owns the horses), and/or to engage in any other activity involving horses, whether or not under Remember Me Rescue supervision.

2. **Equine-related Risks.** I understand that anyone riding, handling, transporting, or even near a horse (referred to as "equine") can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, back up quickly, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no known history of hurting people or animals, are powerful and can be dangerous to people, and other animals. Further, I understand that riding, handling, transporting, or being near an equine can expose me to numerous hazards, which could include, *for example*: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of The Property; and/or collisions with other equines, animals, or objects. **I understand these risks and dangers inherent in equine activities, and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on Remember Me Rescue to list all possible equine-related risks for me.**

3. **Liability Release:** As consideration for being allowed to enter The Property, to be near equines in connection with any Remember Me Rescue activities (regardless of who owns the equines), and/or to engage in any other activity involving horses/equines, whether or not under RMR supervision, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term "damages," means, for example, medical expenses, damage to a trailer used to transport horses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Remember Me Rescue and its officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on The Property, handling horses, being near horses, and/or engaging in any other activity involving horses, whether or not under RMR supervision (except if such injury or damage is caused by RMR gross negligence or wanton and willful misconduct).

WARNING

Under the Texas Equine Activity Liability Act, Texas Revised Code an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

4. **Indemnification.** I also agree to indemnify and hold harmless Remember Me Rescue and its officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf officers, directors, employees, assistants, agents, heirs, insurers, representatives, assigns, and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Agreement that I may cause while this Waiver, Release of Liability and Indemnity Agreement is in effect. The indemnification shall also include reimbursement of RMR's attorney fees and costs.

5. **Helmets/Headgear.** I agree to be fully responsible for my own safety at all times. RMR has suggested that I buy and wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when riding or near equines. I am not relying on RMR to provide a certified helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time.

6. **Law/Binding Effect/Fees.** Texas law governs this Waiver, Agreement, and Liability Release. I agree that this document will be enforced to the greatest extent permitted by Texas law. If any clause should conflict with Texas law, only that clause will be null and void but the remainder will stay in full force and effect. Should I file a lawsuit in breach of this Waiver, Agreement, and Liability Release, I agree to pay the attorney fees and costs incurred by Remember Me Rescue and the other persons and entities, described above, who are directly or indirectly associated with RMR.

I have read this entire waiver, agreement and liability release and I fully understand it.

Signature of Contracting Party: _____

Date: _____

Print Name: _____

Signature of Authorized Agent for Remember Me Rescue

Authorized Agent

Date: _____

Print Name: _____