

JOSEY ENTERPRISES, INC. AND JOSEY'S SCHOOL, INC.
RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, as a Participant/Spectator/Visitor/Horse Owner/Contractor/Volunteer (collectively "**Participant**"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "**Participant**"), for good and valuable consideration, the receipt of which is hereby acknowledged, agrees to the terms of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement ("**Release**").

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, pony, cattle or other livestock (collectively "**equine**"), include, but are in no way limited to, faulty equipment or tack that causes injury or death, Released Parties' failure to make a reasonable effort to determine the ability of Participant to engage safely in an equine activity or to safely manage the particular equine provided based on Participant's representations of his or her ability, Released Parties' failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine or livestock animal to behave in ways that may result in personal injury or death to a person on or around it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine or livestock animal's reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), a sudden movement, or an unfamiliar object (ex.: machinery, equipment, obstacles, buggies, carts, barrels, ground poles, cones, flowers, flags, golf carts, ATV's, mini-bikes, whips, bats, construction material, etc.), person, or other animal (ex. leashed or unleashed dogs, ducks, wildlife, equines, livestock, etc.); (3) with respect to equine activities, certain land conditions and hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.); (4) a collision with another animal or an object; or (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or livestock animal or not acting within the participant's ability (collectively "**Inherent Risks**"). Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to: those defined in the Texas Equine Activity Liability Act (TX CIV PRAC & REM §87.001-005), as well as riding, petting, grooming, leading, mounting, feeding, observing, boarding, and transporting equines, calf roping, and otherwise interacting with or merely being in the vicinity of equines ("**Equine Activities**"). Participant understands that illness, injuries, death, damage, or other loss (collectively "**Loss**") may result from the Inherent Risks, equines are powerful and have the potential to be dangerous, even without warning, and the Inherent Risks listed here are just a sampling and Participant is not relying on Released Parties to list all possible Inherent Risks of Equine Activities. Participant understands that Josey Enterprises, Inc. and Josey's School, Inc. (collectively "**Josey**") highly recommends the wearing of an ASTM/SEI-certified equestrian hard hat ("**Hard Hat**") for anyone engaged in Equine Activities. Participant understands and agrees that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities, whether on or off Josey's real property, on or off an equine owned by Participant, Josey, or others, being near an equine, or merely being in the vicinity of equines, regardless of whether Participant's presence on such real property is related to Equine Activities. The following are included as Released Parties under this Release: Josey Enterprises, Inc., Josey's School, Inc., R.E. Josey, Martha Josey, the owner(s) of equine involved in Loss, the owner(s), lessors, lessees, or other providers of real property where Loss occurred, program sponsors, and the aforementioned Released Parties' respective spouse, family, heirs, agents, assigns, trustees, beneficiaries, employees, students, volunteers, independent contractors, sponsors, officials, guests, visitors, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "**Released Parties**").

2. Release, Hold Harmless, Defend and Indemnify: Participant agrees to release, hold harmless, defend and indemnify Released Parties for any Loss incurred by Participant, Participant's property, and/or Participant's equine, even if such Loss is caused in whole or in part by the negligence or other fault of Released Parties (except gross negligence, willful or wanton disregard for Participant's safety and that act or omission caused the injury, or intentionally causing the Loss).

3. Governing Law, Jurisdiction, Time and Liability Limits, Attorneys' Fees, Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of Texas. All disputes relating to the interpretation and enforcement of this Release shall be resolved by the state court in Harrison County, Texas, and Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire, that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$250.00. Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. Severability, Modification: If any Release provision is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. The Release can only be modified if signed by Participant and R.E. or Martha Josey (or their authorized agent).

5. Certification: Participant certifies that he/she has read this entire Release and understands that the signing of this Release is required for Participant to participate in Equine Activities with Josey, knows that he/she has other facilities, instructors, equines and events to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant's spouse, parents, family members, heirs, agents, trustees, beneficiaries, guests, visitors, invitees, representatives, successors, and assigns, to be bound by the terms and conditions contained herein.

WARNING UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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

Date: _____ Minor Participant Name and DOB: _____

Participant Printed Name: _____ Phone/E-Mail: _____

Participant Signature (or Parent/Legal Guardian of Minor): _____

**Signing on my own behalf and, if applicable, on behalf of the minor Participant
named above**

SWORN TO AND SUBSCRIBED BEFORE ME, on this the ____ day
of _____ to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

Commission Exp. _____