

RELEASE FROM LIABILITY

I understand that participation in the sponsored activities may be hazardous to my family or me. I am voluntarily participating in these activities with knowledge of the danger involved and agree to assume any and all risks of bodily injury, death or property damage / theft to myself, any minor under my charge, and our property, whether the risks are known or unknown. I hereby forever release and indemnify P.J. Cutters LLC, hereinafter designated "ARENA" In return for the use today, and on all future days, of property, facilities, and services of the Arena, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following: 1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself. 2. Rider understands there are risks in and around equine activities. 3. RIDER AGREES TO ASSUME ANY, AND ALL RISKS INVOLVED IN, OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON ARENA'S PROPERTY, FACILITIES OR SPONSORED EVENTS, including, without limitation but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. 4. Rider agrees to hold Arena and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Arena's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Arena. 5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. 6. Rider agrees to indemnify and defend Arena against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Rider's use of or presence upon the Arena's property and facilities. 7. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Arena reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. 8. This agreement is non-assignable and non-transferable and is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Arena and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions. 9. Rider agrees to abide by all of Arena's Rules and Regulations. By typing my name into the appropriate box on the online entry form I acknowledge that I have read and agree to the terms set forth above.