

**STEPHEN F. AUSTIN STATE UNIVERSITY  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

**Name:** \_\_\_\_\_ **Reason:** Horseback riding and other related equine activities

1. In consideration for participating in SFASU Equine Center activities and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stephen F. Austin State University (SFA), the Board of Regents, the State of Texas, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
5. I UNDERSTAND THAT THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by SFA to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.

**POSSIBLE INJURIES WHICH MAY OCCUR**

There are risks involved when participating in the following sports program offered by the SFASU Equine Center, including but not limited to outdoor horse riding and caretaking. Some of the possible injuries and bodily harm which can occur through participation in the programs are listed below. This list is provided to make the prospective participant aware of the possibilities of injuries which may be sustained. The individual is completely responsible for his/her own safety and health.

POSSIBLE INJURIES: strains, sprains, pulls, tears, cramps, infection, rashes, vomiting, bruises, contusions, wounds (abrasions, incisions, lacerations, punctures, avulsions), insect bites, dislocation, blisters, nosebleeds, broken bones, fractures, choking, respiratory or heart failure, heat exhaustion, heat stroke, fainting, nerve damage, shock, paralysis, concussion, and in an extreme case-death.

BODY AREAS WHICH MAY BE AFFECTED OR INVOLVED IN SPORTS INJURIES: head, face, eye, ear, jaw, teeth, mouth, neck, nose, chest, abdominal, back, arms, elbow, hands, fingers, wrist, shoulders, genital organs, scalp, bones, leg, knee, hip, ankle, feet, toes, internal organs, nerves, muscles, ligaments, cartilage, joints, tendons, spinal cord, arteries and veins, brain.

I/my child have reviewed the above information and am aware of the risks in participating in sports programs and the possible injuries which may occur. I/my child freely and voluntarily agree to participate in any and/or all of the activities listed here which are offered in the Enter Activities.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

**WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. INSTITUTION SHALL NOT BE LIABLE TO OWNER, OR TO ANY AGENT, EMPLOYEE, SERVANT, OR INVITEE OF OWNER, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD INSTITUTION HARMLESS FROM AND AGAINST ANY AND ALL FINES, SUITS, CLAIMS, OGC Rev. 7/2017

DEMANDS, LOSSES, LIABILITIES, ACTIONS, AND COSTS (INCLUDING ATTORNEY'S FEES) ARISING FROM: ANY INJURY TO PERSON OR DAMAGE TO PROPERTY CAUSED BY ANY ACT, OMISSION, OR NEGLIGENCE OF OWNER, IT'S AGENTS, EMPLOYEES, SERVANTS OR INVITEES; OWNER'S USE OF FACILITY UNDER THIS AGREEMENT OR THE CONDUCT OF OWNER'S BUSINESS; ANY ACTIVITY, WORK, OR THING DONE, PERMITTED, OR SUFFERED BY OWNER UNDER THIS AGREEMENT; OR ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON UNIVERSITY'S PART TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent must sign if under 18 years old

**MEDICAL TREATMENT PERMISSION FORM**

Student's Name \_\_\_\_\_

I, \_\_\_\_\_, hereby give my permission, consent and authorization for any medical treatment deemed necessary by a hospital or physician. I appoint the event coordinator and/or director my lawful agent with power to authorize and consent to the administration of medical treatment during the aforementioned event.

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Alternate Phone (\_\_\_\_\_) \_\_\_\_\_

Health Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Other Emergency Contacts: \_\_\_\_\_

Please list all allergies, restrictions or health exceptions: \_\_\_\_\_

This form should be properly signed and turned in at the time of registration. In case of such accident or illness, I give permission for medical treatment to be given to me as deemed appropriate. I will assume responsibility for any medical treatment as deemed appropriate. I will assume responsibility for any medical bills incurred on my behalf.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent (if Participant is under 18 years of age or a dependent on parent's insurance and taxes for the period of the event)