

ALL XENA'S HORSES, LLC CLINIC APPLICATION FORM

3942 Beasley West End Road, Beasley, Texas 77417
Contact: Jan Shultis, (619) 415-1440, jan.shultis@gmail.com

Show Dates: Friday, March 11th – Sunday, March 13th
Clinician: Kathy Rowse, 'S'

Please mail completed entry packet to:

All Xena's Horses
Attn: Clinics
3942 Beasley West End Road
Beasley, Texas 77417

Forms can also be scanned and emailed to jan.shultis@gmail.com

Entry checklist:

- _____ Completed application form, including signature on liability release
- _____ Check for total fee, payable to "Sally Shultis"
- _____ Copy of current Coggins (*MUST be received prior to arrival)

Please note, we reserve the right to refuse entry, and/or to remove from the grounds any individual who engages in behavior we deem abusive, negligent, or dangerous.

Rider's Name: _____

Address: _____

Email: _____

Phone: _____

Horse's Name: _____

Horse's Breed: _____ Age: _____ Height _____ Sex: _____

Preferred Days: _____

Preferred Times: _____

Fees:

_____ (# of rides) x \$150/ride = _____

Additional Amenities:

Stall, Overnight (Please note, limited availability) = \$40.00

Stall, Day (Please note, limited availability) = \$20.00

Lunch, \$12 x _____ days = _____

Total Fees: _____

Additional information you would like clinician to know (please write in below):

Please note that ride times are not held until payment is received. If you are unable to ride for any reason, a refund will be provided only if All Xena's Horses, LLC can fill your ride times from our waiting list, or you are able to find another rider. Thank you.

EQUINE LIABILITY RELEASE AND ASSUMPTION OF RISK

AGREEMENT SCOPE, GOVERNING LAW, AND DEFINITIONS: This agreement shall be legally binding upon me, the participant, and the parent and/or legal guardians thereof (if minor), my heirs, estate, and assigns including all minor children and personal representatives. This Liability Release and Assumption of Risk shall be construed in accordance with the laws of the State of Texas.

The term "horse" herein shall refer to any equine animal as defined in Chapter 87 of the Texas Civil Practice and Remedies Code (TCPRC), and/or any horse simulator operated by Deserts Rose Ranch, LLC and/or All Xena's Horses, LLC. "Equine activity" shall refer to riding or in any way handling horses, whether from the ground or mounted, riding or working around a horse simulator, or any other equine activity defined in the TCPRC, at Deserts Rose Ranch, LLC and/or All Xena's Horses, LLC, 3942 Beasley West End Rd., Beasley, Texas 77417. The terms "I," "me," "my" shall herein refer to the participant and the parents or legal guardians thereof if a minor. The term "Deserts Rose Ranch, LLC" shall refer to Keith and Sally Shultis doing business as Deserts Rose Ranch, LLC, its owners, premises, employees, contract workers, and other agents. "All Xena's Horses, LLC" shall refer to Jan Shultis doing business as All Xena's Horses, LLC, its owners, premises, employees, contract workers, and other agents.

EQUINE ACTIVITIES WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

LIABILITY RELEASE AND IDENTIFICATION: In consideration of my participation in any equine activity with Keith and Sally Shultis and Deserts Rose Ranch, LLC, and/or Jan Shultis and All Xena's Horses, LLC:

1. I, the Participant, and the legal parent or guardian thereof if minor, am fully aware of the risks involved and hazards connected with equine activities. Risks include but are not limited to broken bones, head injury, paralysis, and/or other forms of bodily injury; loss of life; and risk of injury to, or death of, my animal. I hereby elect to voluntarily participate in said activity with full knowledge that participation may be hazardous. I voluntarily assume responsibility for any risk of loss, property damage or personal injury, including death, that may be sustained by me; I voluntarily assume responsibility for any loss of, or damage to, property owned by me, as a result of being engaged in such an activity, independent of circumstance.
_____ **(initials)**
2. I agree to always wear a helmet while participating in equine activities. I understand that it is my responsibility to ensure that the tack I use is functional and safe; remain aware of occurrences of nature that may cause a horse to react in an unsafe way, such as wind in tree branches or any change in landscape; check for safe footing conditions; and maintain a safe and

courteous presence around other riders and/or horses. I agree to divulge any health concerns that may affect my ability to conduct myself safely on or around horses or the horse simulator, but understand that the risk of injury is one I assume. If I am pregnant, I agree that I am responsible for both my own life and that of my unborn child, and will consult my physician with any questions pertaining to engaging in equine activities while pregnant.

_____ **(initials)**

3. I, for myself, my heirs, successors, executors, and agents, hereby knowingly and intentionally waive and release, indemnify and hold harmless Keith and Sally Shultis and Deserts Rose Ranch, LLC, and Jan Shultis and All Xena's Horses, LLC, and their owners, agents, contract workers, and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including attorney's fees), and negligence of any kind or nature, whether foreseen or unforeseen, arising directly from or indirectly out of any damage, loss, injury, or death to me or my property as a result of my presence at, participation in any activities at, or during transport to or from, Deserts Rose Ranch, LLC and/or All Xena's Horses, LLC. I agree that neither I, nor anyone acting on my behalf, will make a claim against, sue, or otherwise maintain action of any kind against Keith and Sally Shultis and Deserts Rose Ranch, LLC and/or Jan Shultis and All Xena's Horses, LLC as a result of any injury or damage to myself or my property. _____ **(initials)**
4. I agree to pay all attorney fees, court costs, and other costs incurred by Deserts Rose and/or All Xena's Horses to defend themselves from any liability claims arising from this Agreement.
5. I agree that should emergency medical treatment be required, I and/or my own insurance will pay for all incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for all such damages. _____ **(initials)**

SIGNER STATEMENT OF AWARENESS

I, the Participant, and the parent or legal guardian thereof, if minor, have read and understand the foregoing liability release and assumption of risk and voluntarily sign this agreement.

Signature of Participant

Date

Signature of Parent or Guardian

Date