

Girl Scouts of Central Texas Horse Program

Participant Information and Liability Release Form

The council's horse program facilitators and members of Participant's group will work together to complete the activities and insure the safety of all. It is possible that Participant may be injured while participating in the program either because of Participant's own conduct, the conduct of others in the group, or due to the nature of the activity.

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.

Texas Civil Practice and Remedies Code Title 4, Chapter 87

Please read carefully and sign below:

I acknowledge that there are significant risks and dangers involved with horses and horseback riding, and that horses are powerful and potentially dangerous animals; horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. The risks include, among other things: contact with wild animals, hiking, and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down or stumble. Saddles may slip or other tack or saddle problems may develop as a result of normal use and wear. A horse may collide with obstacles or encounter variations in terrain such as traveled roads, wild animals, birds, stumps, forest growth, debris, rocks, and other obstacles whether obvious or not and whether man-made or natural. Each of those obstacles or variations in terrain could cause one to lose control of the horse and result in a fall. Riding a horse requires the participant to balance on the saddle, and one may lose their balance resulting in a fall from the horse.

I understand that Participant will be a crucial aspect of his or her own safety as well as the safety of others. Inappropriate behavior that may bring harm to others or Participant may result in removal from all other activities by the facilitators. Participants removed from any activity due to conduct will become the responsibility of the sponsoring agency/group/adult leader. Certain health/medical information must be made known to the facilitators conducting this program so they will be prepared to respond appropriately if the need arises. All information given on this form will be held in confidence.

Medical Information: (please print) Rider Weight Limit is 200 pounds

Name: _____ Weight: _____ Birth date: _____ Age: _____
(Participant)

If the Participant has had any of the following symptoms or conditions, circle "yes", underline the specific condition, and provide pertinent details on the back of this form. If not, circle "no".

1. Yes No Unresolved muscle, joint, or nerve injury (including back, knee, or neck).
2. Yes No History of diabetes, thyroid imbalance or hypoglycemia or other related condition.
3. Yes No History of epilepsy, seizures, or fainting.
4. Yes No History of cardiac condition (such as palpitations, murmur, irregular rhythm)
5. Yes No History of irregular blood pressure.
6. Yes No History of respiratory condition (such as asthma, chronic bronchitis, COPD)
7. Yes No Injury or illness requiring hospitalization within the past six (6) months.
8. Yes No Episodes of depression, anxiety, hysteria, or nervousness.
9. Yes No Severe Allergies (including insects).
10. Yes No History of drug allergies (i.e. penicillin, tetanus antitoxin)
11. Yes No Currently taking any medications on a regular basis (please list on back all medications).
12. Yes No Currently under a medical professional's care or have other medical conditions not listed (please list on back).

Clothing appropriate for horseback riding must be worn by all participants which includes (1) long pants or jeans and/or riding britches, and (2) riding boots or closed toed shoes with smooth soles and a heel of no less than 1 inch and no more than 2 inches. Extra wide hiking shoes/boots with lug soles are prohibited as they may get caught in stirrups. NO TENNIS SHOES-NO EXCEPTIONS! Helmets are provided and must be worn at all times in the barn area and while with the horses. Participants with long hair will be expected to gather it up along the nape of the neck so that a helmet can easily fit over. Jewelry, non-prescription eyewear or additional items must be removed before participation, and Girl Scouts of Central Texas cannot be held responsible for these items.

RELEASE OF LIABILITY: I, INDIVIDUALLY, AGREE ON BEHALF OF MYSELF, OR I AS PARENT AND/OR LEGAL GUARDIAN AGREE ON BEHALF OF MYSELF AND MY CHILD, AND ON BEHALF OF MY/OUR HEIRS, REPRESENTATIVES, SUCCESSORS, EXECUTORS, ADMINISTRATORS AND/OR ASSIGNS, TO THE FULLEST EXTENT PERMITTED BY LAW, NOT TO SUE AND TO RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS THE GIRL SCOUTS OF CENTRAL TEXAS, AND THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSIONS, AND/OR ASSIGNS, INCLUDING HORSE PROGRAM FACILITATORS, STAFF REPRESENTATIVES, AND VOLUNTEERS (THE "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, DEMANDS, CAUSES OF ACTION, CLAIMS, ATTORNEYS' FEES, AND OTHER COSTS OR OBLIGATIONS OF ANY KIND, ON ACCOUNT OF ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, ACCIDENTS, AND/OR ILLNESS ARISING OUT OF OR IN ANY WAY RELATED TO THE GIRL SCOUTS OF CENTRAL TEXAS HORSE PROGRAM, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, AND/OR OTHER FAULT OF ONE MORE OF THE RELEASED PARTIES.

I agree should any part or portion of this Release of Liability provision be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the provision. The remaining parts or portions of this provision that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable parts or portions of this provision to be deemed unenforceable and severed.

I hereby give permission to the Girls Scouts of Central Texas staff to administer basic first aid or to seek appropriate medical assistance for myself or my child.

I affirm that my or my child's weight is under the rider weight limit, my or my child's health is good, and I am/my child is not under a physician's or other medical professional's care for any undisclosed condition that bears upon my or my child's fitness to participate in the Girls Scouts of Central Texas Horse Program.

I have read and understand this Participant Information and Liability Release Form, and voluntarily sign it.

Signature of Participant

Signature of Parent/Guardian (if under 18)

Date