

## **OSER,Inc. Horse Camp 2018 Registration Form**

Fee \$145 ask about multi-child discount

Payable to: Osborne Stables Equine Rescue / P.O. Box 206 / Sutherland Springs, TX. 78161-0206

**REGISTRATION:**    **Session Dates: (CIRCLE)**    4-8th    11-15th    18-22rd    25-29th

**Name of Rider (Participant):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:**

(Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact name and number(s): \_\_\_\_\_

By the signature below, I authorize Osborne Stables Equine Rescue, Inc.(OSER,Inc.) or a representative to secure and retain medical aid/treatment treatment and transportation if needed due to illness or injury at anytime during the OSER,INC.'s "Horse Day Camp". I also authorize OSER,Inc.'s or a representative to release any medical information available to the authorized individual or agency involved in the medical treatment. This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the rider named above is unable to communicate.

**\*Photo and Publicity Release** Initial \_\_\_\_\_

By the signature below, I consent to and authorize the use and reproduction by Osborne Stables Equine Rescue, Inc. (OSER,Inc.)'s of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my custodial child for promotional printed material, educational activities or for any other use for the benefit of the OSER,Inc.'s programs.

### **Texas Equine Liability Law**

By the signature below, I indicate that I have been informed of the Texas Equine Liability Law. A copy of the Texas Equine Liability Law is provided with this form.

I ( \_\_\_\_\_ ) would like to participate in the OSER,Inc., Horse Day Camp. I acknowledge the risks and potential for risks of horseback riding and working around horses. However, I feel that the possible benefits to myself (or my son/my daughter/my custodial child) are greater than the risk assumed. By the signature below I indicate that I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against: Osborne Stables Equine Rescue, Inc., - and its Board of Directors, Advisory Board, Horse owners, public or private properties events are held, Volunteers and/or Employees or Contract labor individuals - for any and all injuries and/or losses that I (or my son/my daughter/my custodial child) may sustain while participating in the Horse Camp activities.

**Participant Signature:** \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_

**If under 18 years of age a parent or guardian must sign**

**Date:** \_\_\_\_\_

## Student and Volunteer Information Record Form

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (h) \_\_\_\_\_ (w) \_\_\_\_\_ (c) \_\_\_\_\_

E-Mail address: \_\_\_\_\_

Parents' or Guardians' names: \_\_\_\_\_

Contact in case of emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_

Hospital: \_\_\_\_\_

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

### Level of riding experience: (Please circle)

Beginner      Intermediate      Advanced      Showing

Number of years riding: \_\_\_\_\_

Date of session first session: \_\_\_\_\_

Special instructions:  
\_\_\_\_\_  
\_\_\_\_\_

Cost: \_\_\_\_\_ Paid: \_\_\_\_\_

### Emergency Contact Phone Numbers:

Number	Person to Contact	Number	Person to Contact
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Texas Equine Liability Law**  
Texas Equine Limited Liability Act

**A BILL TO BE ENTITLED AN ACT** relating to limiting the liability of certain persons for equine activities. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

**SECTION 1.** Title 4, Civil Practices and Remedies Code, is amended by adding Chapter 87 to read as follows:

**CHAPTER 87. LIABILITY FOR EQUINE ACTIVITIES**

**SEC. 87.001. DEFINITIONS.** In this chapter:

- (1) "Engages in an equine activity" means riding, handling, training, driving, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with an equine animal. The term includes management of a show involving equine animals. The term does not include being a spectator at an equine activity unless the spectator is in an unauthorized area and in immediate proximity to the equine activity.
- (2) "Equine animal" means a horse, pony, mule, donkey, or hinny.
- (3) "Equine activity" means:
  - o (A) an equine animal show, fair, competition, performance, or parade that involves any breed of equine animal and any equine discipline, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, driving, pulling, cutting, polo, steeplechasing, English and Western performance riding, endurance trail riding and Western games, and hunting;
  - o (B) equine training or teaching activities;
  - o (C) boarding equine animals;
  - o (D) riding, inspecting, or evaluating an equine animal belonging to another, without regard to whether the owner receives monetary consideration or other thing of value for the use of the equine animal or permits a prospective purchaser of the equine animal to ride, inspect, or evaluate the equine animal;
  - o (E) informal equine activity, including a ride, trip, or hunt that is sponsored by an equine activity sponsor;
  - o (F) placing or replacing horseshoes on an equine animal; or
  - o (G) without regard to whether the participants are compensated, rodeos and single event competitions, including team roping, calf roping, and single steer roping.
- (4) "Equine activity sponsor" means:
  - o (A) a person or group who sponsors, organizes, or provides the facilities for an equine activity, including equine facilities for a pony club, 4-H club, hunt club, riding club, therapeutic riding program, or a high school or college class, program, or activity, without regard to whether the person operates for profit; or
  - o (B) an operator of, instructor at, or promoter for equine facilities, including a stable, clubhouse, pony ride string, fair, or arena at which an equine activity is held.
- (5) "Equine professional" means a person engaged for compensation:
  - o (A) to instruct a participant or rent to a participant an equine animal for the purpose of riding, driving, or being a passenger on the equine animal; or
  - o (B) to rent equipment or tack to a participant.
- (6) "Participant" means a person who engages in an equine activity, without regard to whether the person is an amateur or professional or whether the person pays for the activity or participates in the activity for free.

**SEC. 87.002. APPLICABILITY OF CHAPTER.** This chapter does not apply to an activity regulated by the Texas Racing Commission.

**SEC. 87.003. LIMITATION OF LIABILITY.** Except as provided by Section 87.004, any person, including an equine activity sponsor or an equine professional, is not liable for property damage or damages arising from the personal injury or death of a participant if the property damage, injury, or death results from the dangers or conditions that are an inherent risk or equine activity, including:

- (1) the propensity of an equine animal to behave in ways that may result in personal injury or death to a person on or around it;
- (2) the unpredictability of an equine animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal;
- (3) certain land conditions and hazards, including surface and subsurface conditions;
- (4) a collision with another animal or an object; or

(5) the potential or (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 animal or not acting within the participant's ability.

**SEC. 87.004. EXCEPTIONS TO LIMITATION ON LIABILITY.** A person, including an equine activity sponsor or an equine professional, is liable for property damage or damages arising from the personal injury or death caused by a participant in an equine activity if:

- (1) the injury or death was caused by faulty equipment or tack used in the equine activity, the person provided the equipment or tack, and the person knew or should have known that the equipment or tack was faulty;
- (2) the person provided the equine animal and the person did not make a reasonable and prudent effort to determine the ability of the participant to engage safely in the equine activity and determine that ability of the participant to safely manage the equine animal, taking in top account the participant's representations of ability;
- (3) the injury or death was caused by a dangerous latent condition of land for which warning signs, written notices, or verbal warnings were not conspicuously posted or provided to the participant, and the land was owned, leased, or otherwise under the control of the person at the time of the injury or death and the person knew of the dangerous latent condition;
- (4) the person committed an act or omission with willful or wanton disregard for the safety of the participant and that act or omission caused the injury; or
- (5) the person intentionally caused the injury or death.

**SEC. 87.005. WARNING NOTICE.**

- (a) An equine professional shall post and maintain a sign that contains the warning contained in Subsection (c) if the professional manages or controls a stable, corral, or arena where the professional conducts an equine activity. The professional must post the sign in a clearly visible location on or near the stable, corral, or arena.
- (b) An equine professional shall include the warning contained in Subsection (c) in every written contract that the professional enters into with a participant for professional services, instruction, or the rental of equipment or tack or an equine animal. The warning must be included without regard to whether the contract involves equine activities on or off the location or site of the business of the equine professional. The warning must be clearly readable.
- (c) The warning must be as follows:

**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**

**SECTION 2.** This Act takes effect September 1, 1995, and applies only to a cause of action accruing on or after that date. A cause of action accruing before the effective date of this Act is governed by the law in effect at the time the action accrued, and that law is continued for that purpose.

**SECTION 3.** The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

I have read and/or been informed of the Texas Equine Liability Law.