

OCTOBER HILL FARM RIDING SCHOOL 2021 SUMMER DAY CAMPS

CAMP ENROLLMENT FORM

CAMPER'S FULL NAME: _____

CAMPER'S AGE: _____ GRADE IN SCHOOL: _____

PREVIOUS RIDING EXPERIENCE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

MOTHER'S NAME: _____

Cell Number: _____ Work Number: _____

FATHER'S NAME: _____

Cell Number: _____ Work Number: _____

BEST EMAIL TO USE: _____

OTHER EMERGENCY CONTACT: _____

Phone Number: _____ Relationship: _____

HOW DID YOU HEAR ABOUT US? _____

DESCRIBE YOUR CHILD'S LEVEL OF RIDING EXPERIENCE _____

SESSION DATES

NOTE THAT WE ARE GROUPING RIDERS BY EXPERIENCE AND ABILITY

PLEASE SELECT ONE OR MORE OF THE FOLLOWING SESSIONS:

BEGINNER RIDERS

JUNE 14 - JUNE 18 _____

JUNE 21 - JUNE 25 _____

LEVEL I RIDERS

JULY 5 - JULY 9 _____

JULY 12 - JULY 16 _____

OUR DAY CAMP IS LIMITED TO **FIVE CAMPERS PER SESSION**. ACT QUICKLY TO SECURE THE DATES YOU WANT. CAMP IS \$285.00 PER CAMPER FOR EACH SESSION. A DEPOSIT OF \$85.00 IS REQUIRED WITH THIS FORM OR WE WILL NOT HOLD YOUR PLACE. BALANCE IS DUE AT THE FIRST DAY OF CAMP.

RETURN FORM: OCTOBER HILL FARM, 4310 EAST BANKHEAD HWY., WEATHERFORD, TX 76087 or by email at wendy@octoberhill.com.

LIABILITY RELEASE

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 RISK OF EQUINE ACTIVITIES.

I, _____, understand and am aware that my minor child _____ is participating in equestrian sports which can be a HAZARDOUS activity. I understand that horses can sometimes be unpredictable and that participating in equestrian sports involves a risk of injury to any and all body parts and a risk of death. I understand that a horse may trip or fall on uneven terrain, holes, ditches or may run close to trees or other obstacles or may unexpectedly act or react erratically. I understand and agree that October Hill Farms makes no representations regarding the condition of the grounds upon which I seek to participate as a participant or a spectator, or regarding the condition of any horses involved in equestrian activities.

I understand that there are inherent risks in participating in equestrian sports and horseback riding. I hereby agree to freely and expressly assume and accept any and all risks of injury or death to me while participating in horseback riding or other equestrian events. I assume all risks and liability regarding the use and control of horses and agree to defend and hold harmless October Hill Farms from any from and against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including, but not limited to, negligence, injury to any horse or other participant or spectator as a result of my participation in equestrian sports on the property of October Hill Farms.

I hereby agree, on my own behalf and on behalf of my heirs and assigns, to waive, release, hold harmless and indemnify October Hill Farms, its agents, assigns or representatives, employees and owners from and against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments, including, but not limited to, negligence, survival claims, wrongful death, any breach of duty claim or any other claim or remedy for death or injuries to persons or property arising out of or in connection with my participation in any horseback riding or equestrian sports or events as either participant or spectator. **This waiver and indemnification includes all claims of negligence, unless caused by the gross negligence or willful misconduct of October Hill Farms, its agents, assigns or representatives or employees.**

I understand and agree that this waiver and release is a material inducement for October Hill Farms to allow me to participate in horseback riding and equestrian sports on its properties. I have carefully read this agreement and release of liability and fully understand the contents.

Date: _____ By: _____

Printed: _____

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**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.
PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

**OCTOBER HILL FARM, INC.
& HEINEKING SHOW STABLES**

Assumption of Risk, Waiver of Liability, and Indemnity Agreement Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

October Hill Farm, Inc (“October Hill”) & Heineking Show Stables cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing October Hill Farm’s or Heineking Show Stables’ services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize October Hill Farm’s or Heineking Show Stables’ services and/or enter onto October Hill Farm’s or Heineking Show Stables’ premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention (CDC), the Texas Department of State Health Services (DSHS), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that (i) neither the undersigned nor such participating children are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit (ii) neither the undersigned nor such participating children have traveled internationally or to a highly impacted area within the United States of America within the last 14 days, (iii) neither the undersigned nor such participating children have to our knowledge been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, (iv) neither the undersigned nor such participating children have been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities, and (v) the undersigned and such participating children are following all CDC and DSHS recommended guidelines as much as possible and limiting exposure to the Coronavirus/COVID-19.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of October Hill Farm or Heineking Show Stables if he or she (i) experiences symptoms of COVID-19, including, without limitation, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify October Hill Farm and Heineking Show Stables immediately if he or she believes that any of the foregoing access/use restrictions may apply and to comply with all protocols established by October Hill Farm and Heineking Show Stables from time to time to address COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize October Hill Farm’s and/or Heineking Show Stables’ services and enter October Hill Farm’s and

Heineking Show Stables' premises. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize October Hill's and Heineking Show Stables' services and premises.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against October Hill Farm and Heineking Show Stables and its, owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing October Hill Farm's and Heineking Show Stables' services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

INDEMNITY: I hereby agree to indemnify, defend, and save and hold harmless October Hill Farm and Heineking Show Stables, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representative, from any loss, liability, damages, claims, lawsuits or costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description arising from or in connection with exposure, infection, and/or spread of COVID-19 by me, or any participating child(ren), who utilized October Hill Farm's and Heineking Show Stables' services, facilities or premises.

CHOICE OF LAW/VENUE: I understand and agree that the law of the State of Texas will apply to this contract and that any suit relating to or touching upon this contract will be brought in Parker County, Texas.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM OCTOBER HILL FARM AND HEINEKING SHOW STABLES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO OCTOBER HILL FARM AND HEINEKING SHOW STABLES THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signature: _____ Date: _____
Name (Printed): _____

Signature: _____ Date: _____
Name (Printed): _____

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