

**CAMP BUCKNER HILLCOUNTRY RETREAT
EQUINE (HORSEBACK) PARTICIPATION AGREEMENT
ASSUMPTION OF RISK AND RELEASE**

Camp Buckner requires that all participants in Equine activities sign this Participation, Assumption of Risk and Release form in order to be eligible to participate in equine activities.

The undersigned acknowledges and understands the following:

1. During Equine activities certain risks and dangers are present, and;
2. These risks may include physical or psychological damage and/or injury, not excluding fatality, due to accidents which may occur resulting from Equine activities.

The undersigned agrees that while participating, the participant will abide by all of the policies and procedures of Camp Buckner regarding Equine activities provided the participant in order to maintain the utmost level of safety for the participant.

Texas House Bill 28 took effect on September 1, 1995 and contains the following warning:

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.

An Equine animal is defined as a horse or pony. An Equine activity is defined as riding, handling, training, driving, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with an Equine animal.

In consideration of the above, I have and do hereby assume all of the risks of participation in Equine activities and will hold Buckner Children and Family Services, Inc. dba Camp Buckner, its employees, agents, trustees, officers, and affiliates harmless from any and all liability, actions, causes of actions, claims, and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, which my child now has or which may arise from or in connection with my participation in Camp Buckner's Equine program and activities. I, along with my family or heirs, understand and agree that we cannot sue Buckner Children and Family Services, Inc. dba Camp Buckner, its employees, trustees, affiliates and associates, and if I do, I cannot collect any money. In addition, I will pay for Camp Buckner's attorney and court fees associated with any litigation I might bring against Camp Buckner, its employees, agents, trustees, officers, affiliates and associates. I also state that neither I am nor my child (if I am signing on behalf of my child) is under or will be under the influence of any chemical substance including alcohol, either at the time of the signing of this Agreement or at the time of participating in Equine activities. I fully understand that my child's physical activity involves the potential risk of injury. I also understand that my child's participation in Camp Buckner's Equine program and activities is entirely voluntary.

Name of Child (Please Print)

Signature of Parent/Guardian

Date

