



**WAIVER AND RELEASE**  
***The Generous Horse Project***

Name (print): \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

**By completing this two-page form, you are indicating that you have chosen to voluntarily participate in an outdoor activity offered at 1905 Elder Hill Rd, Driftwood, TX, 78620**

To be in such a beautiful and grounding environment is truly a gift to all who enter this space. The Generous Horse Project (Non-Profit) has been granted lease access by the owner of Driftwood Courageous Recovery to conduct full business operations in the same amazing space.

These operations include confidential psychotherapy and counseling, horse-related services and operations, daily property maintenance and horse care, and non-profit-related business.

This waiver is designed to allow participants access to various peaceful outdoor areas while acknowledging that some business operations may still take place during time at 1905 Elder Hill Rd, Driftwood, TX, 78619. This waiver also serves to protect the integrity of this natural outdoor space, the property of The Generous Horse Project, and to state the risks of participating in outdoor activities.

**Liability Release: Please read carefully and sign where indicated:**

This agreement, waiver, and release applies to The Generous Horse Project, its employees, Lindsey Bussey and Elisa Lumbers, or any other volunteer, contractor, client, or employee, for any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death;

I forever release, hold harmless and indemnify Released Parties (Firm Foundations Equine Services, The Generous Horse Project, Driftwood Courageous Recovery) from liability for any and all claims, demands, causes of action, damages, injuries, or death to my minor children or me, my parents, heirs, assigns, personal representative and estate, my property, and legal liability of every nature, including the negligent acts, direct or indirect, arising out of participation in the past, present or future activities and I assume all risks of injury, death or property damage, as outlined in this release;

I shall not bring any legal lawsuit, action, or proceeding against any Released Parties, even if they engage in negligent conduct.

I, \_\_\_\_\_ (print), knowingly and voluntarily assume full responsibility for the following risks arising out of or related to participation by me, my offspring, my parent(s), heir(s), relative(s) and/or personal representative in outdoor activities at 1905 Elder Hill Rd., Driftwood, Texas 78620

### **Inherent Outdoor Activity Risk:**

I understand that outdoor activities have inherent risks that could result in, but are not limited to, physical or emotional injury and trauma, paralysis, death, or damage to myself, property, or third parties.

The risks include, but are not limited to: slips and falls while walking in rugged, hazardous, rocky, muddy, slippery terrain; severe hot, cold, or freezing weather and environmental conditions, dehydration, exhaustion, accidental drowning, sprains, strains, joint dislocations, and broken bones, concussion, torn appendages, dislocations, bruises, cuts, infections, splinters, falling from high places, the negligence of other participants, exposure to domestic animals or wildlife and their waste, insects, and plant life, and any other injuries or illnesses, contagious or non contagious, that may result in physical proximity or contact with others, using the provided on-site outdoor furniture, games, toys, accessories and any personal property items provided by Firm Foundations, The Generous Horse Project or Driftwood Courageous Recovery.

I agree that the Released Parties are not responsible for acts, occurrences, or elements of nature or a particular location that can injure a person or scare a horse or any other wild or domestic animal, cause it to trip, fall or react in some different manner. These elements include thunder, lightning, rain, wind, and wild and domestic animals, insects or other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, natural and human-made objects and noises, irregular footing on groomed or ungroomed wildland, which is subject to constant change according to weather and/or temperature. The Released Parties have not inspected and make no representations or warranties concerning the safety or condition of any trail or other location or piece of property or furniture used by The Generous Horse Project, Firm Foundations Equine Services, Driftwood Courageous Recovery.

### **Business and Personal Property and Operations of The Generous Horse Project and/or Driftwood Courageous Recovery**

I understand that certain areas, items, storage containers, buildings, gas and electrical equipment, tools and property, both living and nonliving, business and personal, will be restricted from use and will be indicated as such in the form of rules or regulations, signs, labels, maps, fences, gates, locks or verbal indication and agree to abide by all restrictions.

I understand that maintenance and beautification of the available outdoor area take time, money, and energy, and I agree to leave the natural outdoor space and ecosystem intact, including plants, animals, insects, rocks, logs, and any natural or unnatural landscape. Removal or damage to any whole or part of the natural or unnatural, living or nonliving item, element, or object is not allowed.

I understand that intentional wrongful damage to the physical property or business reputation of The Generous Horse Project and/or Driftwood Courageous Recovery is not allowed. The Generous Horse Project reserves the right to remove any person or persons or request and enforce termination of any contracts or agreements, written or verbal, with any visitor, volunteer, group, individual or client participating in the above behaviors.

I understand that business operations of The Generous Horse Project and/or Driftwood Courageous Recovery may be taking place while utilizing the outdoor space. These operations may include but are not limited to repairs, landscaping, cleaning, mowing, maintaining, building up or taking down of property, objects or items, sounds including electric and non-electric tools and materials, caring for,

bathing, feeding, exercising, training or riding of horses far, near, in and around the outdoor workspace, under the trees, in the pasture, in the round pen, within visual and auditory range, including visits by the farrier and veterinarian.

I agree to resist any urge or inclination to approach any owner, employee, volunteer, contractor, client, and any horse or horses belonging to or being used by The Generous Horse Project and/or Driftwood Courageous Recovery unless invited to do so by one of the individual mentioned above (s).

Please agree to the following:

I agree to treat all personal and business property, and land at 1905 Elder Hill Rd. with the utmost respect and care and will abide by all rules and restrictions for the good of others and my safety and wellbeing and preserve the natural landscape and ecosystem present while enjoying the beauty and freedom of this outdoor workspace.

I knowingly and voluntarily assume full responsibility for the risks arising from my presence in this outdoor workspace.

**I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE, AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN The Generous Horse Project, Driftwood Courageous Recovery, AND MYSELF. I HAVE VOLUNTARILY CHOSEN THE ACTIVITIES IN WHICH I AM PARTICIPATING.**

Printed Name: \_\_\_\_\_ Date\_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_  
(If Client is a minor, signature of parent or guardian)

## Warning

*Under Texas law (chapter 87, civil practice and remedies code), a farm animal professional or farm owner or lessee is not liable for an injury to or the death of a participant in farm animal activities, including an employee or independent contractor, resulting from the inherent risks of farm animal activities.*