



**DONKEY & EQUINE  
HAVEN USA, LLC.**  
CELINA, TX.

**VOLUNTEER RELEASE OF LIABILITY**

RELEASE OF LIABILITY WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

This RELEASE OF LIABILITY is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Karla Santiago-Vargas**, hereinafter designated MANAGER and \_\_\_\_\_, hereinafter designated VOLUNTEER, and if VOLUNTEER is a minor, VOLUNTEER'S parent or guardian\_\_\_\_\_. In return for the use, today and on all future dates, of this property, facilities and services of the MANAGER, the VOLUNTEER, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the VOLUNTEER to carry full and complete insurance coverage on his personal property and himself> 2. VOLUNTEER agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE VOLUNTEER'S USE OF OR PRESENCE UPON THE MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to , the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. VOLUNTEER agrees to hold MANAGER and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes or action, injuries, damages, cost or expenses arising out of VOLUNTEER'S use of or presence upon MANAGER'S property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the MANAGER.
4. VOLUNTEER agrees to waive the protection afforded by any statute or law in any jurisdiction hose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. VOLUNTEER agrees to indemnify and defend MANAGER against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the VOLUNTEER'S use of or presence upon the MANAGER'S property and facilities.

\_\_\_\_\_  
Signature of volunteer and parent if a minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date