

Cowboy Church of Orange County

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I understand that being around horses is inherently dangerous because they are living creatures and are not predictable.

In consideration for being allowed entry into and participation in activities (the Activities) associated with the Cowboy Church of Orange County, the undersigned hereby releases and discharges CCOC; their insurance carriers, their legal representatives; their present and former directors, officers, employees, agents, and representatives, and the respective heirs, administrators, executors, successors, and assigns of any of the foregoing (collectively, Cowboy Church of Orange County) from any and all claims, causes of action, suits, or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, relating to or arising out of any negligent, grossly negligent and/or intentional acts on the part of the (i) Cowboy Church of Orange County and /or the (ii) undersigned in connection with the undersigned's entry to or participation in activities. The undersigned further agrees, on behalf of himself/herself and on behalf of any and all of his/her heirs, successors, assigns, to DEFEND, INDEMNIFY and HOLD HARMLESS the Cowboy Church of Orange County from any and all claims, all costs, expenses and legal fees incurred in defending the same, made by, through or against the undersigned, or on his/her behalf, relating to or arising out of any negligent, grossly negligent and/or intentional acts on the part of (i) the Cowboy Church of Orange County and/or the TFCC and/or (U) the undersigned in connection with the undersigned's entry into and participation in any activities. I further agree to venue in Orange County, Texas for all purposes. The undersigned warrants that he/she has read this AGREEMENT and fully understands it to be a release of all claims, known or unknown, present or future, that he/she has or may have against Cowboy Church of Orange County or TFCC. The signing of this AGREEMENT shall remain in full force and effect for the period of one (1) year from date of signature.

The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by Cowboy Church of Orange County for television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Cowboy Church of Orange County with respect to any claims related to the usage of such photographs or interviews by Cowboy Church of Orange County or TFCC or any media.

I FURTHER CERTIFY THAT I HAVE NEVER BEEN CONVICTED OR RECEIVED DEFERRED ADJUDICATION AS A SEX OFFENDER OR OF ANY CRIME RELATED TO ABUSE, ASSAULT OR VIOLENCE TOWARD A CHILD. I AUTHORIZE COWBOY CHURCH OF ORANGE COUNTY TO REVIEW ANY SEX OFFENDER REGISTRIES UNDER MY NAME. I AGREE THAT IF I AM CHARGED WITH SUCH A CRIME, THAT I WILL IMMEDIATELY ADVISE THE LEADERSHIP OF THE COWBOY CHURCH OF ORANGE COUNTY. I ALSO AGREE TO ABIDE BY ALL THE RULES, BY-LAWS AND POLICIES OF THE COWBOY CHURCH OF ORANGE COUNTY AND TFCC.

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.

I HAVE READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

SIGNATURE: _____ AGE _____ DATE OF BIRTH: _____

PRINTED NAME: _____ DATE: _____ PHONE: _____

ADDRESS: _____ CITY/STATE: _____ ZIP _____

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 YRS AT DATE OF SIGNATURE)

this is to certify that I, as parent / guardian with legal responsibility for the above named person, do consent and agree to indemnify and hold harmless the COWBOY CHURCH OF ORANGE COUNTY from any and all liabilities incident to my minor child's involvement or participation in these activities. EVEN IF ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS OF THE COWBOY CHURCH OF ORANGE COUNTY, TO THE FULLEST EXTENT PERMITTED BY LAW.

PARENT/GUARDIAN SIGNATURE: _____ PRINT NAME: _____ DATE: _____