

Exhibit A

Voluntary Waiver & Release of Liability ("W&R")

I, the undersigned, recognize that there are risks and dangers inherent in being present on the property of Branch to Hope ("BH" or the "Premises") and, if applicable, participating in services offered by The Leg Up Program "Branch to Hope Community center" and Full Circle Equine, Branch to Hope or any other party providing services on the Premises (collectively "Activities") **In consideration of permission to be on the Premises and/or to participate in Activities, I agree to the following, including that I will voluntarily leave the Premises for my noncompliance with any of the provisions of the W&R):**

- **LEGALLY BINDING.** I understand and agree that this Voluntary Waiver and Release of Liability shall be legally binding upon me, the undersigned, or my child and/or legal ward, if applicable, and my heirs, estate, assigns, including all minor children and personal representative and applies to me so long as I or my child and/or legal ward is on the Premises whether or not participating in Activities.
- **TERM.** This Voluntary Waiver and Release of Liability is intended to be valid and binding at all times now and in the future whenever I, or my child and/or legal ward, directly or indirectly, enter the Premises and/or participate in Activities on the Premises on the date of execution of this W&R and any time in the future.
- **EQUINES AND POTENTIAL RISKS OF INJURY.** There are numerous hazards and potential risks of injury, harm, permanent disability, death or other loss which can occur when in the presence of equines. Such hazards and risks include, but are not limited to, any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals (See par. 6 hereafter); Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the Participant; and Falling from horse to ground. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I acknowledge that the hazards and risks set forth in this section are not intended to be a comprehensive list of all possible hazards and risks.

I expressly assume any risk of injury, harm, permanent disability, death or other loss, that may be caused by the presence of equines, or any other activity on the Premises and I agree that neither the Releasees (as defined below) or others on the Premises will not be responsible if I or my child and/or legal ward suffer injury, harm, permanent disability, death or other loss as a result of such risks.

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.

- **SAFETY HELMETS.** There is a risk of head trauma that could result in injury, harm, permanent disability, or death from failing to wear an approved safety helmet when participating in equine Activities. I understand that approved protective safety helmets must be worn at all times for all mounted activities and that participation in mounted equine Activities will not be permitted if such approved protective safety helmets are not worn. I further understand that approved protective safety helmets are recommended to be worn for all un-mounted equine related activities as well. I agree that Releasees (as defined below) will not be responsible if I or my child and/or legal fail to wear approved protective safety helmets. I expressly assume any risk of injury, harm, permanent disability, or death resulting from the failure to wear an approved protective safety helmet when required and/or recommended while on the Premises.
- **POTENTIAL RISKS RELATED TO BACTERIAL, VIRAL, AND OTHER CONTAGIOUS DISEASES.** Equines, other farm animals, other participants in Activities or others on the Premises are capable of carrying and/or spreading infectious and/or contagious bacteria, viruses, and/or other communicable diseases, including but not limited to coronavirus and/or COVID-19, over which the Releasees (as

defined below) have no control. I agree that neither the Releasees or others on the Premises will not be responsible if I or my child and/or legal ward become sick and/or ill due to any bacteria, virus, or other communicable disease infection, including but not limited to and coronavirus and/or COVID-19. I further agree that I will not hold Releasees or others on the Premises responsible for any preventative measures taken or not taken to minimize the spread of such bacteria, virus and/or other communicable diseases. I understand that I am solely responsible for taking measures to prevent myself or my child and/or legal ward from becoming sick and/or ill while on the Premises. I expressly assume any risk on behalf of myself or my child and/or legal ward, whether currently known or unknown, of becoming sick and/or ill that may or may not be caused due to presence on the Premises or participation in Activities.

- **OTHER POTENTIAL RISKS.** In addition to the risks noted above, other potential hazards and risks of being on the premises of a ranch may include, but are not limited to, injury, harm, permanent disability or death due to: cold/wind/sun exposure; acts of nature related to being outdoors; unsafe acts by other participants; the presence of snakes, insects or spiders the presence of wild or domestic animals including, but not limited to, dogs, cats, rodents, coyotes, mountain lions, wild pigs/hogs.
- **RELEASE AND HOLD-HARMLESS. I THE UNDERSIGNED AGREE TO RELEASE AND HOLD HARMLESS, STEPS, BH, STEPS, AND EQUINE OWNERS, OR ANY OTHER PARTY PROVIDING SERVICES ON THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AFFILIATES, VOLUNTEERS, ASSISTANTS, FACILITATORS, AND INDEPENDENT CONTRACTORS (ALL COLLECTIVELY KNOWN AS "RELEASEES"), FOR ANY AND ALL LIABILITIES, CLAIMS, LAWSUITS, LOSSES, COSTS, DEMANDS, CAUSES OF ACTION, PHYSICAL INJURY OR MENTAL DAMAGE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED AT THE TIME OF SIGNING THIS VOLUNTARY WAIVER AND RELEASE OF LIABILITY, THAT COULD BE BROUGHT BY ME OR ON MY BEHALF BY OTHERS ARISING OUT OF OR RELATED TO AND INCLUDING, BUT NOT LIMITED TO, THE RISKS DETAILED WITHIN THIS VOLUNTARY WAIVER AND RELEASE OF LIABILITY. THIS VOLUNTARY WAIVER AND RELEASE OF LIABILITY INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH OR PROPERTY CLAIMS WHETHER OR NOT SUCH DAMAGES, INJURIES, OR LOSSES RESULT DIRECTLY OR INDIRECTLY FROM THE ORDINARY NEGLIGENT ACTS OR OMISSIONS OR GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL ACT OR TORT OF SUCH RELEASED PARTIES OR OF ANY INVITEE OF ANY "RELEASEES", TO THE FULLEST EXTENT PERMITTED BY LAW.**
- **INDEMNIFICATION.** I, THE UNDERSIGNED FURTHER AGREE TO INDEMNIFY "RELEASEES" FOR ANY ASSOCIATED COSTS, LOSSES AND EXPENSES OF ANY KIND WHATSOEVER, INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF INVESTIGATION AND LITIGATION, IN THE EVENT THAT ANY CLAIMS, LAWSUITS CAUSES OF ACTION, OR DEMANDS OF WHATSOEVER ANY KIND ARE BROUGHT BY ME OR ON MY BEHALF BY OTHERS AGAINST "RELEASEES" RELATED TO THE RELEASE AND HOLD-HARMLESS SET FORTH IN SECTION 7 ABOVE.
- **TEXAS LAW.** This Voluntary Waiver and Release of Liability of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Furthermore, if any one or more of the provisions contained in this Voluntary Waiver and Release of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Voluntary Waiver and Release of Liability, which shall otherwise continue to be enforceable.

Name (please print): _____

Signature _____ Date _____