

**Red Oak Ranch Property Owners' Association (RORPOA)
Horse Arena Release of Liability and Assumption of Risk Agreement**

WITNESS THIS AGREEMENT by and between RORPOA (hereinafter referred to as "RELEASEE") and Member (hereinafter referred to as "USER") and, if User is a minor, User's parent or guardian. Regarding the use, today and on all future dates of the property, facilities and equipment, located in and around the Red Oak Ranch Horse Arena, Red Oak Ranch Subdivision, Conroe, in the County of Montgomery, in the State of Texas, a community facility administered by Releasee, Releasee's representatives, employees and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** In consideration of being allowed to participate in any way, the undersigned acknowledges that there are inherent risks associated with equine activities such as described below and hereby expressly knowingly and freely assumes all risks, both known and unknown, associated with participating in such activities which may result in a range of consequences including serious injury, permanent disability, permanent paralysis or death. The inherent risks include, but are not limited to, the propensity of equine to behave in ways such as running, bucking, biting, kicking, shying, stumbling, bolting, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; collision with structures; the unavailability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature, are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. User assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising therefrom. User agrees to abide by and follow the Rules & Regulations, which are available to User and may be posted on the RORPOA website from time to time. User further acknowledges that the behavior of any animal is contingent upon the ability of User. User assumes all risks and Releasee bears no responsibility for the ability of User at any time. User acknowledges that these terms apply to all forms of equestrian activity which include but are not limited to ground training, lunging, riding, dressage, jumping, driving, schooling, participation in equestrian games, jousting, and/or equestrian competitions.

User willingly agrees to comply with the Red Oak Ranch Horse Arena Rules & Regulations. If User observes any unusual significant hazard during participation, User agrees to remove themselves from the Horse Arena and bring it to the attention of the appropriate person. User expressly, knowingly and willingly releases Releasee from any and all claims for personal injury or death, equine injury or death, or property damage, even if caused by negligence by Releasee or Releasee's representatives, employees or agents to the fullest extent permitted by law.

User also acknowledges the risk of contracting the virus that causes COVID-19 associated with use of the facilities. User acknowledges that it is the User's responsibility (and user's guests', invitees', and licensees') responsibility to consult with a physician before using the facilities. User represents that and warrants to Releasee that User and any of User's guests, invitees, and licensees are sufficiently healthy and physically able to use the facilities and engage in physical activities in the facilities. User represents and warrants to the Releasee that User will not use the facility for a period of fourteen (14) days if User or someone in User's home is sick or has been exposed to someone who is sick.

WARNING

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

ALL ACTIVITIES ON THE ARENA GROUNDS AND "RESERVE A" ARE SUBJECT TO THE EQUINE INHERENT RISK LAW. BY YOUR PRESENCE ON THESE GROUNDS, YOU HAVE INDICATED THAT YOU HAVE ACCEPTED THE LIMITS OF LIABILITY RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES.

2. USER (OR USER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEE AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OR PRESENCE UPON THE PROPERTY OF RELEASEE AND THE

FACILITIES THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Releasee harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. User warrants that any and all horse(s) that he or she brings to, rides or otherwise uses at the premises, shall be free from infection, contagious or transmittable diseases. Releasee reserves the right to refuse access or use of any horse upon the premises that does not appear to Releasee to be in good health or is deemed dangerous.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. User agrees to waive the protection of any applicable statutes in this jurisdiction whose 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 said release.

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

User Name: (PRINT) _____

User Signature: _____

Address: _____

Date: _____ Phone: _____

FOR USERS OF MINORITY (UNDER 18 AT THE TIME OF SIGNING)

This is to certify that I, as parent guardian with legal responsibility for this User, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Releasees from any and all liabilities incident to my minor child's use of the horse arena and participation in any way in equestrian activities, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

Child's Name: (PRINT) _____

Parent/ Guardian Name: (PRINT) _____

Parent/ Guardian Signature: _____

Address: _____

Date: _____ Phone: _____

I, Maryann C Fox, Secretary of Red Oak Ranch Property Owners' Association ("Association"), do hereby certify that in the Open Session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 12 day of July 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the foregoing **Horse Arena Release of Liability and Assumption of Risk Agreement** was duly approved by a majority vote of the members of the Board present at the meeting and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Montgomery County, Texas.

RED OAK RANCH PROPERTY OWNERS' ASSOCIATION

Maryann C Fox
Secretary of the Association- signature
Maryann C Fox
Printed name

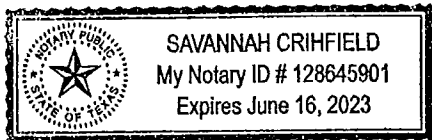
THE STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned notary public, on this 28 day of July,

2021, personally appeared Maryann C Fox, Secretary of Red Oak Ranch Property Owners' Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.



Kellie
Notary Public - State of Texas

AFTER RECORDING PLEASE RETURN TO:

RORPOA
% CH&P Management
P.O. Box 1920
Conroe, TX 77305

E-FILED FOR RECORD

07/28/2021 12:31PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/28/2021



County Clerk
Montgomery County, Texas

RED OAK RANCH PROPERTY OWNERS' ASSOCIATION (RORPOA)

HORSE ARENA USER APPLICATION

In addition to the Recreational Easement located directly in front of properties in the subdivision, Red Oak Ranch offers qualified users who are property owners and their guests the use of a private 250' x 150' Horse Arena located in Reserve "A", between 10949 and 10957 Lake Forest Drive.

The horse arena is a capital asset of the RORPOA, and was built by property owners through volunteer work, voluntary contributions and fund raising. The horse arena continues to be funded by those means and an annual user fee paid by those who use the arena.

All users of the arena, whether residents or guests, riders or spectators, mounted or not (or a parent/guardian if the user is a minor) must sign the Release Agreement for each annual period before using the Arena. All equestrian activities are covered by the individuals' personal liability insurance.

Residents may become qualified users of the Arena in any fiscal year (September 1 to August 31) by:

1. submitting this **"Horse Arena User Application"**;
2. signing the **"RORPOA Horse Arena Release of Liability and Assumption of Risk Agreement"**; and
3. submitting payment of the annual **"User Fee"**. The annual fee is currently \$180 per family per fiscal year.

By submitting an application and payment of the User Fee, users agree to abide by the Horse Arena Policy requirements.

All documents are available on the RORPOA website. Once a user completes and submits the required documents and payment, they will receive the gate codes for the south-end arena gate lock and/or their automated gate fob, if they choose to purchase one.

Family Name(s): _____ **Address:** _____

Phone(s): _____ **Email:** _____

Name of Minor Users and Ages:

Name:	Age:
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledgement

We agree to abide by the terms and act in accordance with our obligations as described in the **RORPOA Horse Arena Policy**.

Signature

Printed Name

Animal Husbandry/4H Project Information

The Red Oak Ranch Declarations allow for Property Owners to keep certain animals that are normally prohibited from Red Oak Ranch properties, provided that they are being kept in accordance with a verifiable school sponsored 4-H or FFA program, are for a specific duration, and do not become a nuisance.

DCCR Section 3.14: Animal Husbandry. *No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not, in the Association's sole opinion, become a nuisance or threat to other Owners. Provided, however, animals, except for pigs or hogs, being raised for 4-H or FFA school sponsored programs will be permitted as long as it does not become a nuisance. No pigs, hogs, emus, peacocks, ostriches or reptiles will be permitted under any circumstances or programs on any Lot in the Subdivision."*

Any Property Owners who are planning to keep such animals can complete the "**Project Application Form**" (link above), outlining the details of the project, and send it to the ROR Managing Agent. This will allow us to confirm the legitimacy of the project and answer any questions that may arise from the community with respect to the animals being kept.

Red Oak Ranch HOA Website Provides Homeowners with

- 4H/FFA Project Application forms
- 4H FFA School Sponsored Notification forms

<https://redoakranch.org/4h-projects/>

❖ The above information was provided by Red Oak Ranch HOA from the Red Oak Ranch HOA website. Buyer to verify that information is correct. <https://redoakranch.org/>

HORSE ARENA POLICY
of the
RED OAK RANCH PROPERTY OWNERS' ASSOCIATION

WHEREAS, the Horse Arena is an asset of the Red Oak Ranch Property Owners' Association (the "**Association**") RORPOA and the Board of Directors is responsible for the affairs and assets of the Association and has all of the powers and duties necessary for the administration of the Association's affairs; and,

WHEREAS, it is in the best interest of this Association to revise, restate and adopt certain policies intended to serve and protect the community from time to time.

NOW, THEREFORE, the Board of Directors of the Association has approved, in Open Meeting on **September 23, 2021**, to amend the Horse Arena Policy (the "**Policy**") in its entirety. Upon recording, this document will replace and supersede all prior publications regarding the Horse Arena.

ARTICLE I: THE RED OAK RANCH HORSE ARENA

Red Oak Ranch offers qualified users who are Members of the Association and their guests the use of the 250' x 150' Horse Arena located in Reserve "A", between 10949 and 10957 Lake Forest Drive.

The horse arena is a capital asset of the RORPOA; annual horse arena "User Fees" are collected to contribute towards the ongoing maintenance and repairs of the arena, as needed. Members also volunteer their time and the use of their personal equipment towards the maintenance and upkeep of the arena.

ARTICLE II: USING THE HORSE ARENA

Section 2.01 Qualified Users

Residents may apply to become qualified users of the Arena in any fiscal year (September 1 to August 31) by submitting the Red Oak Ranch "**Horse Arena User Application.**" Users must agree to abide by the Horse Arena Policy and annually sign the "**RORPOA Horse Arena Release of Liability and Assumption of Risk Agreement**" (the "**Release Agreement**"), and submit payment of the annual "**Horse Arena User Fee**". The annual fee is normally neither pro-rated nor transferable to new Property Owners. However, if a Property Owner moves into ROR in the middle of a fiscal year, the annual user fee will be prorated for the remainder of the first year of ownership. The annual fee is currently \$180 per family (subject to change with notice) per fiscal year.

Section 2.02 Release of Liability and Insurance

All users of the arena, whether residents or guests, riders or spectators, mounted or not (or a parent/guardian if the user is a minor) must sign the Release Agreement for each annual period before using the Arena. All equestrian activities must be covered by the individual horse owners' liability insurance.

Section 2.03 Automated and Manual Gates

The horse arena is outfitted with an automated gate that requires the use of a remote device and a manual gate. A user may purchase a universal remote device and will receive the automated gate codes annually to program their device. Users who do not wish to use the automated gate will receive the gate lock codes for the gate on the south end of the arena.

- a. **Warning:** The automated gate may move unexpectedly and can cause injury or death.
- b. Any use of the remote gate opener device and the automated gate is the responsibility of the user at their own risk and they assume liability for their actions.

- c. No horse, whether inside or outside the arena, should be closer than 50 feet from the automated gate when it is activated.
- d. Only one horse should pass through the automated at a time.
- e. If there are other people, mounted or on foot, in or around the arena, clearly notify them that the gate is about to be activated before opening the gate, so they can move to a safe distance from the gate before it opens.
- f. Take precautions to ensure that your remote device cannot be unintentionally activated while you are in or near the arena.
- g. It is the responsibility of riders to ensure their animals are familiar with the operation of the automated gate and Red Oak Ranch takes no responsibility for any horse's reaction(s) to the operation of the gate.

Section 2.04 Point of Contact

Inquiries regarding membership, maintenance, use and other questions may be directed to the current ROR Property Management Agent or the Horse Arena Liaisons (Property Owners) listed on the Red Oak Ranch website.

ARTICLE III: HORSE ARENA USE PROVISIONS

Section 3.01 Restrictions

The use of the arena is restricted to qualified Horse Arena users and their guests. All qualified users and guests must sign the Release Agreement before using the arena.

Section 3.02 Rules and Regulations: Overview

- a. The Horse Arena is strictly to be used for equestrian activities only. No motorized or wheeled vehicles are permitted in the arena, other than for emergencies or maintenance of the arena.
- b. The arena and utilities shall remain locked when not in use. Current qualified users will be notified of the lock code(s) after submitting the Release Agreement. Members who use the arena will close and lock the gates when they leave. Users of the arena are responsible for the maintenance and appearance of the arena. The arena should be left in an appropriate condition for any riding discipline, especially with regard to the following:
 - i. Any equipment used (including but not limited to jumps, ground poles, barrels, cones, etc.) should be removed before leaving the arena.
 - ii. Any major disturbances of the footing should be repaired, if possible, or reported so that maintenance can be carried out.
 - iii. The arena shall be regularly inspected, and repair and maintenance performed, as required. If the protective base mat is visible when riding, report it immediately so maintenance can be performed.
- c. All users of the arena are expected to follow the **General Rules of Horse Arena Etiquette** and to act in a safe and courteous manner towards other riders.
- d. Do not ride if you suspect that the condition of the arena is unsafe. Any problems with the arena or associated structures and equipment should be reported immediately.
- e. The horse arena surface is a sand/mulch mix over a base mat over a gravel base. Activities such as reining stops, barrel racing or speed games are not safe on this surface.

- f. Do not hold any organized event in the arena without notifying the RORPOA Horse Arena Liaison at least 2 weeks prior to the event.
- g. Guests using the arena generally will be accompanied by a Qualified User and must sign the Release Agreement prior to using the arena.

Section 3.03 Rules and Regulations: General Rules of Horse Arena Etiquette

- a. **Healthy Horses:** Protect your horse and other horses by practicing good horse health. If your horse is exhibiting physical symptoms, being treated for a contagious illness, or is a known carrier of intestinal parasites, stay at home until your animal is healthy. Vaccinations are recommended, but not required.
- b. **Be Aware:** The first rule should always be courtesy. Remember that everyone has a living animal underneath and not every movement is always under control. Be aware of everyone and everything around you, particularly other riders and horses. Be respectful and considerate if another rider is having problems with a horse, is riding a young horse or is an inexperienced or timid rider.
- c. **Communicate:** Ask other riders about their riding plans for the session and what areas of the arena they will be using. Share yours. This is a shared space. Polite conversation and etiquette will avoid most problems. If you are meeting an outside trainer at the arena and prefer to use the arena alone for your lesson, communicate with other members of the arena via text or email the day before to identify and negotiate potential conflicts.
- d. **Announce Your Intentions:** Tell the other riders what you plan to do: "passing on your left", "leaving arena", "entering arena", etc.
- e. **In-Hand:** Horses in-hand should give way to horses being ridden.
- f. **Left Shoulder to Left Shoulder:** Riders should try to ride in the same direction. If this is not possible then the "left shoulder to left shoulder" rule should apply. When entering, ride in the same direction as the majority of horses in the arena.
- g. **Slow on the Inside, Fast on the Outside:** Slower riders should ride on the inside track, including those doing schooling such as lateral work etc. Riders working at a faster pace such as a lope or canter should stay on the outside track. Experienced riders/horses should give way to those less experienced.
- h. **Mount Out of the Way:** Mount and dismount away from the working track.
- i. **Cue Quietly:** Voice commands, kissing or clicking to cue your horse should be done quietly and away from other horses. If you are using a whip, be aware of the effect on other horses.
- j. **Keep Your Distance:** Do not crowd other riders and keep at least a horse's length between you and the horse in front of you. When there are riders working on both the inside and outside track, leave enough passing room that one horse is unable to bite or kick at the horse on the other track. If your horse kicks, protect others.
- k. **All Horses Under Control:** There should be no loose horses in the arena while others are riding.
- l. **Avoid Escapes:** Keep gates closed while using the arena.
- m. **Always Ride Safely:** A helmet and other appropriate protective equipment is recommended.
- n. **Spectate Safely:** Spectators should stand outside the arena, not along the rail (without permission of the riders). Spectators should act in such a way as not to distract or alarm horses and riders. No small

children or dogs should be in the arena with horses and riders. Young children should be restrained and encouraged to remain quiet. Dogs should be kept on a leash, quiet and under control.

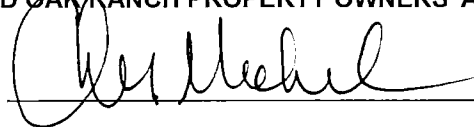
- o. **Clean Up:** Clean up the arena after use. Put away any equipment such as jumps, barrels, trotting poles or cones. Leave it at least the way you found it or better.
- p. **Arena Fence and Tying:** Tying horses to the arena fence may result in damage and is not safe; use the hitching pole near the arena entrance.

I, the undersigned, as President of the Association, do hereby certify that at a Regular Meeting of the Board of Directors of the Association, duly called and held on **September 23, 2021**, the foregoing "**Horse Arena Policy of Red Oak Ranch Property Owners' Association**" was approved by not less than a majority of the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below.

RED OAK RANCH PROPERTY OWNERS' ASSOCIATION

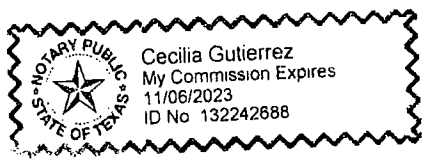
Date: 9/24/2021

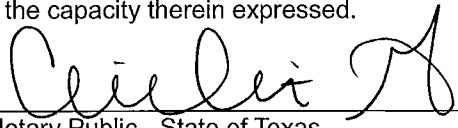
By: 

Chris Michel
President of RORPOA

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 24th day of September, 2021 personally appeared Chris Michel, President of Red Oak Ranch Property Owners' Association known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and in the capacity therein expressed.




Notary Public - State of Texas

AFTER RECORDING PLEASE RETURN TO:

CH&P Property Management
P.O. Box 1920
Conroe, TX 77305

E-FILED FOR RECORD

09/24/2021 04:37PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

09/24/2021



County Clerk
Montgomery County, Texas