

**Informed Consent, Acknowledgement, Release of Liability,  
Limitation of Liability, and Dispute Resolution**

I hereby give my approval for Texas Equine Medical Associates ("TEXASEMA") (including but not limited to its employees, officers, volunteers, contractors, agents, and representatives) to treat and/or inspect my animal. In exchange for TEXASEMA's agreement to treat and/or inspect my animal, I (on behalf of the "Releasing Parties" as defined below) hereby assume all risk and hazards incidental to or in any way related to TEXASEMA's inspection and/or treatment of my animal, including all risks and hazards described more fully below. Further, I (on behalf of the "Releasing Parties" as defined below) hereby release, absolve, and hold harmless TEXASEMA and all its respective employees, officers, volunteers, contractors, agents, and representatives from any and all liability for injuries to myself, to any Releasing Parties (as defined below), and/or to my animal arising out or in any way related to the treatment and/or inspection of my animal and/or a Releasing Party's presence on the land or premises where TEXASEMA's facility is located.

In case of injury to myself or my animal, I hereby waive on behalf of the Releasing Parties (as defined below) and on my animal's behalf, as the case may be, all claims against TEXASEMA, its employees, its officers, its volunteers, its contractors, its agents, its representatives, and the landowners and lessors of the land or premises where TEXASEMA operates. There is a risk of being injured that is inherent in entering the land and/or premises where TEXASEMA operates and in having my animal treated or inspected by TEXASEMA. Some of these injuries include, but are not limited to, the risk of fractures, snake bites, other animal bites, bruises, scratches, cuts, reactions to poisonous plants, reactions to contact with animals, exposure to viral diseases, exposure to bacteria, exposure to mold or other fungi, concussions, paralysis, and death.

RELEASE OF LIABILITY: I—ON BEHALF OF MYSELF, MY ANIMAL, MY AGENTS, MY HEIRS, MY FAMILY MEMBERS (INCLUDING BUT NOT LIMITED TO SPOUSES, PARTNERS, PARENTS, SIBLINGS, AND CHILDREN), MY SUCCESSORS, AND MY ASSIGNS (COLLECTIVELY, THE "RELEASING PARTIES")—AGREE TO WAIVE AND RELEASE TEXASEMA, ITS OFFICERS, ITS AGENTS, ITS VOLUNTEERS, AND THE OWNERS (AND, IF APPLICABLE, LESSEES) OF ANY PROPERTY WHERE TEXASEMA OPERATES, AND ALL OTHER INDIVIDUALS AND ENTITIES INVOLVED IN THE OPERATION OF TEXASEMA'S FACILITIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ALL PRESENT AND FUTURE CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO SUPERVISE OTHERS, AND PREMISES

LIABILITY FOR ALL CLAIMS RELATED IN ANY WAY TO (1) TEXASEMA'S TREATMENT OF THE PATIENT, OR (2) THE PATIENT'S OR ANY RELEASING PARTY'S PRESENCE ON TEXASEMA'S PREMISES. ON BEHALF OF THE RELEASING PARTIES, I ALSO EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES FOR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, AND ANY OTHER TYPES OF DAMAGES.

LIMITATION OF LIABILITY: FURTHER, TO THE EXTENT ANY COURT OR OTHER ADJUDICATIVE BODY FINDS LIABILITY AGAINST ANY OF THE RELEASED PARTIES, I (ON BEHALF OF THE RELEASING PARTIES) EXPRESSLY LIMIT THE TOTAL LIABILITY OF ANY RELEASED PARTY TO \$10 (USD).

ASSUMPTION OF RISKS: YOU, ON BEHALF OF THE RELEASING PARTIES, RECOGNIZE THAT ACTIVITIES CARRIED OUT AT TEXASEMA'S FACILITIES INVOLVE RISKS, INCLUDING BUT NOT LIMITED TO: PHYSICAL INJURIES FROM KNOWN OR UNKNOWN HAZARDS LOCATED IN THE STRUCTURES OR ON THE LAND WHERE TEXASEMA'S FACILITIES ARE LOCATED (INCLUDING BUT NOT LIMITED TO HAZARDS TYPICAL TO THE CENTRAL TEXAS, SUCH AS INSECT AND/OR ANIMAL BITES AND/OR SCRATCHES AND/OR STINGS, POISONOUS PLANTS, HARMFUL BACTERIA, HARMFUL MOLDS AND OTHER FUNGI, FENCING, BARBED WIRE, UNEVEN GROUND, HOLES IN THE GROUND, SUNBURN, HEAT EXHASUTION, HEAT STROKE, BARBED WIRE, SHARP ROCKS, OTHER SHARP OBJECTS), COLD EXPOSURE, VEHICLE ACCIDENTS, EXPOSURE TO THE COVID-19 VIRUS, AND EXPOSURE TO OTHER COMMUNICABLE DISEASES. THIS INCLUDES THE RISK THAT YOU, MEMBERS OF YOUR PARTY, OTHER RELEASING PARTIES, OR, AS THE CASE MAY BE, YOUR ANIMAL MAY BE EXPOSED TO COMMUNICABLE DISEASE AND THEN COMMUNICATE THIS DISEASE TO YOU, FAMILY MEMBERS, FRIENDS, AND OTHERS. EXPOSURE TO THE RISKS OF ENTERING TEXASEMA'S FACILITIES INCLUDE THE OUTCOMES STATED ABOVE AND ALSO INCLUDE (BUT ARE NOT LIMITED TO) FRACTURES, SNAKE BITES, BRUISES, SCRATCHES, CUTS, REACTIONS TO POISONOUS PLANTS, REACTIONS TO CONTACT WITH ANIMALS, REACTIONS TO MOLDS AND OTHER FUNGI, BITES FROM OR COLLISIONS WITH FARM OR DOMESTICATED ANIMALS OR WILD ANIMALS, CONCUSSIONS, PARALYSIS, AND DEATH.

**Emergency Medical Authorization**

As the owner and/or guardian of the animal patient (or on behalf of myself, as the case may be), I hereby authorize the diagnosis and treatment of the

patient in the event of a medical emergency that, in the opinion of the attending medical professional, requires immediate attention to prevent further endangerment of the patient's life, physical disfigurement, physical impairment, or other undue pain, suffering, or discomfort, if delayed.

Permission is hereby granted to any attending health-care professional to proceed with any medical or surgical treatment, x-ray examination, and immunizations for the named patient. In the event of an emergency arising out of serious illness, the need for major surgery, or significant accidental injury, I understand that every attempt will be made by the attending health-care professional to contact me and/or the patient's emergency contact in the most expeditious way possible.

### **Governing Law and Mandatory Arbitration Agreement**

This Agreement will be governed by and construed in accordance with the laws of Texas without reference to conflict-of-laws principles. The parties expressly agree that any dispute that arises regarding the Agreement will be resolved exclusively by an individual arbitrator mutually agreed upon by the parties. Such arbitrator shall be an individual who is licensed as a lawyer by the State Bar of Texas and has had no fewer than 10 years' experience as a practicing lawyer and/or judge in the State of Texas. If the parties are unable to agree on the selection of the arbitrator, the American Arbitration Association (AAA) will apply its arbitrator-selection process to select the arbitrator. Under this process, the AAA will consider the parties' expressed criteria for qualifications as expressed above, identify arbitrators from the AAA National Roster of Arbitrators, provide such arbitrators' CVs to the parties, establish the deadline for the parties to independently state their preferences from the list, and invite the most mutually agreeable arbitrator to serve on the case. All arbitration proceedings will take place in Williamson or Travis County, Texas and will conform to the AAA's rules promulgated for commercial arbitration. The decision of the arbitrator shall be set forth in writing, and that decision shall be binding and enforceable in any court of competent jurisdiction. This section shall survive any termination of this Agreement regardless of the reason for such termination and regardless of whether it is the result of any breach of this Agreement by either of the parties. THE PARTIES HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL ON MATTERS ADDRESSED IN THIS AGREEMENT. In the event of any dispute arising in any manner with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

BY ENTERING TEXASEMA'S LAND AND/OR FACILITIES OR HAVING YOUR ANIMAL ENTER TEXASEMA'S LAND AND/OR FACILITIES, YOU (FOR YOURSELF, THE RELEASING PARTIES, AND/OR YOUR ANIMAL)

AGREE (1) THAT ANY DISPUTE RELATED IN ANY WAY TO YOUR, ANOTHER RELEASING PARTY'S, OR YOUR ANIMAL'S PRESENCE AT TEXASEMA'S LAND OR FACILITIES SHALL BE GOVERNED BY THE LAW OF THE STATE OF TEXAS, (2) THAT THE EXCLUSIVE AND MANDATORY VENUE FOR ANY SUCH DISPUTE SHALL BE ARBITRATION HELD IN WILLIAMSON OR TRAVIS COUNTY, TEXAS, (3) THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL, AND (4) THAT, BEFORE FILING ANY ARBITRATION DEMAND, YOU WILL FIRST NOTIFY TEXASEMA OF YOUR COMPLAINT AND SUBMIT TO MEDIATION PERFORMED THROUGH A PROFESSIONAL MEDIATOR IN WILLIAMSON OR TRAVIS COUNTY, TEXAS.

**Entire Agreement**

This Agreement contains the full and complete understanding between the parties regarding the subject matter hereof and cannot be modified or amended except by a written instrument signed by each party. This Agreement supersedes all prior agreements, whether written or oral, between the parties regarding the subject matter hereof. Each party hereto acknowledges that no representation or promise not expressly contained in this Agreement has been made by the other party.

**Confirmation**

BY SIGNING BELOW, I RECOGNIZE THAT I AM GIVING UP IMPORTANT LEGAL RIGHTS ON BEHALF OF MYSELF, THE RELEASING PARTIES, AND, AS THE CASE MAY BE, MY ANIMAL. I CONFIRM THAT I (ON MY OWN BEHALF, THE RELEASING PARTIES' BEHALF, AND/OR MY ANIMAL'S BEHALF) HAVE READ AND AGREED TO THE INFORMED CONSENT, ACKNOWLEDGEMENT, RELEASE OF LIABILITY, LIMITATION OF LIABILITY, DISPUTE-RESOLUTION PROVISIONS, MANDATORY ARBITRATION PROVISION, EMERGENCY MEDICAL AUTHORIZATION, AND OTHER PROVISIONS OF THIS AGREEMENT.

BY ACKNOWLEDGING AND SIGNING BELOW, I AM DELIVERING AN ELECTRONIC SIGNATURE THAT WILL HAVE THE SAME EFFECT AS AN ORIGINAL MANUAL PAPER SIGNATURE. THE ELECTRONIC SIGNATURE WILL BE EQUALLY AS BINDING AS AN ORIGINAL MANUAL PAPER SIGNATURE.