

**CYPRESS CLUB EQUESTRIAN CENTER
RULES AND REGULATIONS**

I. The following rules and regulations ("**Rules and Regulations**") apply to all Stall Licensees (as defined herein) and their families and guests (collectively referred to herein as "**Equestrian Users**") while on the Equestrian Center premises and/or while using the facilities. You are encouraged to ask other Equestrian Users to follow the rules. Each capitalized term used herein will have the meaning assigned to such term in the Stall License Agreement, unless the context hereof otherwise requires or provides.

Please direct any repair requests, complaints or Rules and Regulations violations to Equestrian Center Manager at 512-635-0248

These Rules and Regulations are in addition to and meant to supplement the Cypress Club Rules and Regulations, which can be found online at <http://www.reserveatlaketravis.com/amenities/cypress-club-membership/> ("**Cypress Club Rules**"). Equestrian Users are advised to consult the Cypress Club Rules. The Cypress Club rules, along with these Rules and Regulations, will be strictly enforced. If any Equestrian User violates the Rules and Regulations or the Cypress Club Rules, such Equestrian User will be subject to disciplinary action, including without limitation, ejection from the Equestrian Center, corrective action, damages and/or fines.

1. Access Policy.

a. The Equestrian Center is available only to individuals who are currently a party to a valid written license agreement ("**Stall Licensees**") pertaining to equestrian use executed by an authorized representative of the Equestrian Center Operator. THE STALL LICENSEE MUST BE IN ATTENDANCE WHEN THE EQUESTRIAN CENTER IS USED BY STALL LICENSEE'S FAMILY MEMBERS AND/OR INVITEES OR GUESTS AND IS RESPONSIBLE FOR THEIR CONDUCT.

b. The Operator reserves the right to permit persons who are not Stall Licensees to use the Equestrian Center facilities at the Operator's sole discretion.

c. Equestrian Center hours will be established by the Operator, and posted at the Equestrian Center.

d. Access and use of the covered arena and all other facilities and amenities of the Equestrian Center are strictly limited to Stall Licensees unless prior written approval is obtained from the Operator.

2. Rules and Regulations.

a. Stall Licensees must ensure that their assigned Stall remains, at all times, in good condition, free of trash and unsightly debris. All personal items should be secured when not in use.

b. Storage lockers are available on a first come first served basis. All personal items are the Stall Licensee's responsibility. The Operator is not responsible for the loss of any personal items.

c. Horse trailers are not permitted to be parked in the parking areas in excess of 24 hours. Trailers parked in the parking areas in excess of 24 hours will be removed at owner's expense.

d. Automobile Parking is limited to designated areas and designated times.

e. No glass containers are permitted.

f. The discharge of firearms, pellet guns, bow and arrows, sling shots and other hazardous items is prohibited.

g. Vandalism and other destructive or damaging acts to the facilities are prohibited.

h. The possession or use of fireworks is prohibited.

i. No disorderly conduct is permitted.

j. Children ages 12 and under must be supervised at all times by a responsible adult.

k. The consumption of alcoholic beverages is not permitted, unless a written waiver is obtained from Operator in advance.

l. Trash, rubbish or debris shall not be left or deposited, even temporarily, on any portion of the Equestrian Center premises other than receptacle designated by the Operator for such purpose.

m. **RIDING RULES: THE FOLLOWING ACTIVITIES ARE STRICTLY PROHIBITED:**

- **Riding alone**
- **Jumping without a trainer being present**
- **Riding without a helmet**
- **Lunging in the arena when another person is riding**

****** IT IS THE STALL LICENSEE'S RESPONSIBILITY TO BE RESPECTFUL AND POLITE TO ALL OTHER RIDERS AND TO REPORT IMMEDIATELY ANY INSTANCES OF UNSAFE CONDUCT TO THE EQUESTRIAN CENTER MANAGER.******

n. Other than boarded horses of the Equestrian Center, no animals are allowed on any portion of the Equestrian Facility Property unless confined to a leash. The Equestrian User and the animal owner are both jointly liable for injury and damage caused by any animals brought on the premises with or without the permission of the Operator, and Stall Licensees agree, for themselves and all persons they bring to the Equestrian Center, that the Operator shall have no liability for any injury or damage caused by an animal brought on the Equestrian Center premises. Animal owners must immediately clean up after their animals.

o. No unsafe, noxious, offensive or illegal activity or odor is permitted on any portion of the Equestrian Facility Property.

p. The Operator reserves the right to impose additional restrictions on Equestrian Center use as warranted. The Operator further reserves the right to impose such procedures as it deems necessary to administer these Rules and Regulations.

3. The Operator may assess fine(s) any against Equestrian User for any violation of these Rules and Regulations, as same may be amended from time to time by the Operator. Each Stall Licensee shall be responsible for the violation of any rule by such Stall Licensee's family, guests, employees, agents or invitees. In addition, violation of any rule adopted by the Operator for use of the Equestrian Center, any act of vandalism, any behavior that is dangerous to others, or any other behavior deemed inappropriate by the Operator, in Operator's sole discretion, may subject the Stall Licensee and/or guest to ejection from the Equestrian Center premises and/or, in the case of Stall Licensees, termination of the Stall Licensee's License Agreement. The Operator may direct its attorney to pursue an injunction in order to enforce any term or provision of these rules.

4. Security. The Operator assumes no responsibility to Stall Licensees, Equestrian Users or any other persons. USE OF THE EQUESTRIAN CENTER SHALL BE AT THE EQUESTRIAN USER'S OWN RISK AND EQUESTRIAN USERS, AS A CONDITION OF PERMITTED USE, MUST ACCEPT THE CURRENT AND FUTURE CONDITION OF THE EQUESTRIAN CENTER FACILITIES AND PREMISES AS IS AND WITH ALL FAULTS. The Operator makes no implied representations or warranties of any kind whatsoever regarding the Equestrian Center facilities or premises, including, but not limited to, the safety or security of the Equestrian Center facilities or premises, the compliance of the Equestrian Center facilities or premises with any applicable law, or the fitness of the Equestrian Center for any use by any Stall Licensee, Equestrian User or any other person.

In addition, the Operator shall not be liable to any Stall Licensee, Equestrian User or any other person for any damage to person or property proximately caused by the acts, omissions, or neglect of Operator, or any Equestrian User, Stall Licensee, Cypress Club Member or any other person.

5. All Equestrian Users, Stall Licensees or other persons present on the Equestrian Center premises at any time, as a condition for use of or presence on the Equestrian Center premises, agree to INDEMNIFY AND HOLD HARMLESS Operator and its partners, affiliates, employees, and contractors from all claims, demands, actions, suits and liabilities of any kind whatsoever, for any such damage.