

Michael Byatt Arabians
7716 Red Bird Rd. - New Ulm TX 78950
phone 979.357.2614
fax 979.357.2613
sales@michaelbyatt.com

CONSENT AND RELEASE

This Consent and Release (this "Agreement") is executed
by _____

("Owner"), whose address is _____, to

Michael Byatt Arabians, Inc., its owners, shareholders, directors, officers, employees,
agents, successors and assigns (collectively "MBA, Inc.").

Owner understands, acknowledges and agrees that MBA, Inc. is taking custody as a
bailee of the following described horse (the "Horse"):

Name: _____

Markings: _____

Breed: _____

Sex: _____

Color: _____

In lawful consideration thereof and for other good and valuable consideration,
the receipt and sufficiency of which are hereby acknowledged by the parties, Owner
hereby releases, discharges and holds harmless MBA, Inc. from any and all obligations,
liabilities, claims, fines, levies, losses or actions of any nature whatsoever, whether in
contract, in tort or otherwise, including, but not limited to, court costs, litigation expenses
and attorney 's fees (including attorney's fees on appeal) related to, arising out of or in
any way connected with any damage or injury caused by or to the Horse.

During the time the Horse is in the custody of MBA, Inc., MBA, Inc. shall not
be liable for any sickness, disease, stray, theft, injury or death which may be suffered by
Horse or any other action whatsoever arising out of or connected in any way with MBA,
Inc.'s custody of the Horse. Owner fully understands and acknowledges that MBA, Inc.
does not carry any insurance on the Horse and that the Horse is not covered under any
public liability, accidental injury, theft or equine mortality insurance and that all risks
connected with MBA, Inc.'s custody or care of the Horse are borne by Owner.

Owner hereby appoints MBA, Inc. as a designated caretaker of the animal, to wit: the Horse, as the term "designated caretaker of the animal" is used in Texas Occupation Code §801.004(1) and in acknowledgement thereof, Owner consents to the administration to the Horse by MBA, Inc. of oral and injectable medications, the application of tinctures or liniments, or other treatments for the care of the Horse. OWNER UNDERSTANDS AND ACKNOWLEDGES THAT MBA, INC. IS NOT A VETERINARIAN. MBA, INC. DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, AND HEREBY DISCLAIMS ANY ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS CARE OF THE HORSE.

OWNER REPRESENTS THAT OWNER HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS ITS CONTENTS AND HAS HAD AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL. OWNER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONSENT, AND OWNER REPRESENTS THAT IT HAS SIGNED IT OF OWNER'S FREE WILL AND ACT.

IN WITNESS WHEREOF, this Release is executed as of the ____ day of _____, 20____

OWNER:

MBA, Inc.

By: _____

By: _____

Name: _____

Name: _____