

The Ranch



Child Participant Release & Waiver of Liability - Assumption of Risk & Indemnity

Whereas, _____, will be participating in lessons and activities involving animals organized by Canine & Equine SBK, a California non-profit corporation doing business as The Ranch.

Parent, please initial:

____ I, the undersigned parent or legal guardian of the participant named above who is under 18 years of age, for myself and on the behalf of the participant named above, his or her personal representatives, estate, heirs, assigns, and next of kin, do hereby agree to give up any and all of my legal rights against The Ranch, its agents, employees, volunteers, officers, directors, representatives, assigns, members, facility, equipment, affiliated organizations, people whom it contracts to provide facilities or services, Lockwood Family, Kate Kohagen, insurers, and others acting on its behalf (hereinafter collectively referred to as "Released Parties"), as more specifically indicated below.

Further, I understand that I am required and it is my responsibility to remain on property during any activity involving the above named minor.

Acknowledgement of Danger and Assumption of Risk:

I acknowledge that handling animals, being near animals, and being at equestrian facilities and stables, is inherently dangerous, and that no amount of care, caution, instruction, or supervision, can eliminate such dangers.

I acknowledge that such dangers include, but are not limited to the following:

1. A horse or any other animal that may among other things, buck, stumble, fall, rear, bite, kick, run, stomp, make unpredictable movements, spook, jump obstacles, step on a person's feet, and push or shove a person.
2. Saddles, bridles, or other equipment that may loosen, break, or otherwise, malfunction; other participants who may not control their animals or operate within their ability, and cause a collision or other unpredictable consequence.
3. The negligent or intentional act or omission of Released Parties or a third party.
4. Equestrian and domestic animals activities may be conducted in areas that are subject to change in condition according to weather, temperature, and natural and man-made changes in landscape.
5. An apparent or hidden defect or dangerous condition of the equestrian facilities and trails.

Any of these and other known or unknown dangers may cause me to fall, be jolted, or injured in another manner, resulting in the possibility of serious physical and emotional injury, and death. In addition, I acknowledge that such injury and death could result from self-inflicted injury and death.

Despite such dangers, I voluntarily assume the risk and danger of serious injury and death inherent in all equestrian and animal related activities organized by The Ranch.

Release of Liability:

I agree to hold harmless, release and discharge Released Parties from all claims, demands, causes of action, and legal liability, that I may hereafter have for injuries, damages, and death related to The Ranch activities including but not limited to injury, damage, or death caused by the negligent or intentional acts or omissions of Released Parties or third parties.

I shall not bring any claims, demands, legal actions, and causes of action against Released Parties for injury, damage, death, or other losses sustained by me in relation to The Ranch activities.

California Law:

This agreement is governed by the Laws of the State of California. In the event that any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in anyway and shall continue in full legal force and effect.

I understand that the participant, and/or myself, might be photographed while at The Ranch. I hereby authorize Canine & Equine Services by Kate, and agents, to use such photos in the promotion or description of the company by materials and/or website.

I have carefully read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement; I fully understand and its contents, terms, and signed it of my own free will. I have familiarized myself with Canine & Equine Ranch programs, and policies. I verify that I am the Parent/Guardian/Participant of legal age named on this form, that I have fully completed this form and I have the authority to enter into this agreement.

Date _____

Participant/Child's Name: _____

Parent/Legal Guardian Name: _____

Signature: _____