



# WARHORSE RANCH

## Liability Release

In consideration of the services Warhorse Ranch, Valery Lozano, Michael Lozano, and associates (hereinafter collectively referred to as “Warhorse Ranch”), I hereby agree to release, indemnify, and discharge “Warhorse Ranch”, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that horseback riding, caring for horses, all therapeutic and learning / self-discovery activities involving or not involving horses, and all other non-therapy related ranch work entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

*The risks include, but is not limited to: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictability based upon instinct, fright, or lack of proper control by rider or handler, latent or apparent defects or conditions in equipment, animals or property, acts of other participants in this activity, adverse weather conditions' contact with plants, insects, or animals; my own physical conditions or my own acts or omissions the conditions of remote roads, trails, waterways, or terrain, and accidents connected with their use or preforming non-therapy related work on the ranch, first-aid, emergency treatment or other services rendered; consumption of food and drink.*

*Furthermore, “Warhorse Ranch” seeks safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.*

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless “Warhorse Ranch” from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of “Warhorse Ranch” equipment or facilities, including any such Claims which allege negligent acts or omissions of “Warhorse Ranch”.

4. Should “Warhorse Ranch” or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against “Warhorse Ranch”, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of laws rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I \_\_\_\_\_ (CLIENT / PARTICIPANT) do hereby authorize and give permission for any Warhorse Ranch personnel to treat or transport me (or my child if minor) for medical treatment in case of accident / emergency if I am unable or in case of minor cannot be reached / unavailable.

Emergency contact name \_\_\_\_\_

Phone: \_\_\_\_\_ By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against “Warhorse Ranch” on the basis of any claim form which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client -- Print Name: \_\_\_\_\_

Parent/Guardian

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Parent/

Guardian – Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_