

Just Another Chance Ranch

P.O. Box 997; 14224 E Hwy 12

Waitsburg, WA 99361

Herein known as "RANCH"

Please fill out one form per individual
visiting the RANCH. Print clearly please.

**Equine Riding, Training, and/or Participation and/or instruction or other RANCH activities Agreement,
Liability Release and Assumption of Risk Agreement:
Read carefully and complete before signing**

First Name: _____

Last Name: _____

Emergency Contact Information:

First Name: _____ **Last Name:** _____

Phone #: () - _____

Relationship to participant: _____

Participant Information: Is the participant...

(Circle all that apply):

- Age 18 or older Under age 18 years old
- Over 230 lbs.?
- Under 10 hours riding experience
- Over 10 hours riding experience

Medical Insurance Information:

Company name: _____

Policy #: _____

I do not carry medical insurance.

Registration of Participant and Agreement Purpose: I, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all RANCH activities including horse riding as a student of this RANCH, and that if I ride a horse provided by this RANCH, I will do so for instruction purposes.

Agreement Scope and Territory and Definitions: This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of this RANCH'S physical location. This agreement is intended to be valid and binding at all times now and in the future when this RANCH permits me (directly or indirectly) to enter this RANCH'S property, be on this RANCH'S property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off this RANCH'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which this RANCH is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I," "WE," "MY," and "ME," shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

Inherent Risks/Assumption of Risks: **I/We acknowledge that:** Risks, conditions, and dangers are inherent in (meaning an integral part of horse/equine/animal activities and ranch activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are usually 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will generally be a distance from 3.5 to 7 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running from perceived danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this RANCH to list all possible risks for me.

Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning, and Inspection of Premises: **I/we agree that:** this RANCH is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **Some examples are:** thunder, lightning, rain, wind, insects, wild and domestic animals, animals that may fly by and scare or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes of landscape. I also understand that these are just some of the risks and I agree to assume others mentioned or not mentioned above. I am not relying on this RANCH to list all possible conditions for me. The participant and parent or legal guardian have inspected this RANCH'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon this RANCH'S premises.

Saddle Girth/Natural Loosening: **I/We acknowledge that:** saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

Protective Headgear/Helmet Warning: I/We agree that: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by this RANCH that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD for an equestrian helmet should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening the result of a fall and/or other occurrences. I am not relying on this STABLE and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

Equine Activity Liability Act (EALA) Warning or Language: I/We acknowledge that: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. **INSTRUCTIONS TO SIGNERS:** do not sign unless a copy of the EALA warning or language is made available to you.

Medical Insurance: I/We agree that: Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

Photo Release: I/We release: release all rights to photos taken of you or the above mentioned for future use by Just Another Chance Ranch, its staff, volunteers, founders, and/or Board of Directors in ranch publications, videos, books, newsletters, websites, etc.

Safety Agreement: I/We agree: to stay out of all barns, paddocks, corrals, tack-rooms, fields, all private property areas such as the house on the premises, and all other non-office related buildings or areas in the garage other than the office while waiting for horse related or other activities, or while waiting for a participant.

Liability Release: I/We agree that: in consideration of this RANCH allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge this RANCH, its owners, employees, agents, volunteers, officers, representatives, directors, assigns, members, owners of the premises and trails, owners of neighboring property, affiliated organizations, and insurers, and others acting on their behalf (herein after collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this RANCH'S and/or its ASSOCIATE's ordinary negligence or legal liability; and I do further agree that except in the event of this RANCH'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against this RANCH and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage sustained to me and/or my minor child or legal ward in relation to the premises and operations of this RANCH, to include while riding, training, driving, handling, or otherwise being near horses, other animals, or equipment owned by me or owned or used by this RANCH, or in the care, custody or control of this RANCH, whether on or off of the premises of this RANCH, but not being limited to being on this RANCH'S premises.

All Participants and/or Legal Guardians* must sign below after reading this entire document.

Signer Statement of Awareness:

I/We, the undersigned, represent that I/we have read and do understand the foregoing agreements, Liability release and assumption or risk agreements, I/we understand that by signing this document I am giving up rights to sue today and in the future. I/We attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock, or under the influence of alcohol, drugs or intoxicants.

Signature of Participant:

Date:

Signature of Legal Guardian* (required for all under 18):

Date:

Note: Legal guardians do not include babysitters or friends of the family, unless they have been appointed legal guardian by a legal process.