

## VICTORY YOUTH RANCH LIABILITY RELEASE

All children and ADULTS coming onto the premises must have a completed waiver. Each adult must have a completely separate form.

**VISITATION, PARTICIPATION AGREEMENT** (the “Agreement”):

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

**RELEASED PARTIES INCLUDE:** Victory Youth Ranch, its agents, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf (collectively referred to as “Ranch”).

**RELEASING PARTIES INCLUDE:** The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

### **AGREEMENT – READ BEFORE SIGNING:**

#### **IN CONSIDERATION OF THE RANCH’S SERVICES:**

I hereby agree to release and discharge Ranch on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively “participant”, “I”, “myself”), and as follows:

#### **RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:**

I understand that by my presence on Ranch premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of Ranch. Ranch has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, general recreation, general use of grounds including its improvements, handling and petting or working with livestock to include but not limited to dogs, cats, riding on ATV, Kubota tractor, trailer and other ranch equipment. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Ranch activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Ranch. My participation in all Ranch activities is purely voluntary and I elect to participate despite the risks. (4) I agree to acknowledge all of Ranch’s rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of Ranch’s property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that Ranch has fully warned and advised me that protective equine headgear that meets

or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding or training horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Ranch to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Ranch activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Ranch's property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person or Ranch, and the deliberate acts of another person. I understand that 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 direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals on the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Ranch is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, 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, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have asked or waived my right to inspect Ranch's facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Ranch's premises. (8) I agree to stay out of all paddocks, corrals, tack-rooms, offices, and non-office related buildings, and barns, while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ranch from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Ranch's equipment or facilities, including any such claims which allege negligent acts or omissions by Ranch but not grossly negligent or intentional. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Ranch or any present or future owners, officers, members, managers, agents, employees and representatives of Ranch, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. It is recommended that I visit a physician to ensure that these physical activities do not pose an unacceptable health risk. (13) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and foals. (14) I understand that this Agreement is in addition to, and not in lieu of, Colorado Revised Statutes, Section 13-21-119 (Actions Arising Out of Equine Activities).

**PHOTO RELEASE:**

I hereby grant to Ranch the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself and any minor(s) identified below (the "photograph(s)") for any purpose

whatsoever (“Grant”). (15) I acknowledge that the purposes for which the photograph(s) may be used include, without limitation, Ranch publications, videos, books, newsletters, calendars, websites, blogs, and social media. (16) I agree that this Grant includes, without limitation, the right to use the photograph(s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media. (17) I acknowledge that this Grant includes the right to use the name of the minor(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s). (18) I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor(s) identified below – Ranch from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor(s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). (19) I understand that Ranch and its licenses and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images – electronic or non- electronic negatives, positives, and prints – are owned by Ranch. Ranch is free to assign and license any and all of the rights granted in this Photo Release. (20) I acknowledge that in no event will I have the right to enjoy the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by Ranch or its licensees or assigns.

#### **MISCELLANEOUS:**

(21) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (22) Should Ranch or anyone acting on its 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. (23) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Colorado, without regard to its conflict of law rules. (24) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (25) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in La Plata County, Colorado. I consent and submit to the jurisdiction of any local, state, or federal court located in La Plata County, Colorado. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to not give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Ranch, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor(‘s/s’) capacity, to act in accordance with this Agreement, and I release the Ranch and said parties on behalf of the minor(s) and the minor(s) parents or legal guardian of said minor(s). (26) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made, except for those made by me in Ranch’s participation agreement (which is incorporated herein by this reference). My agreement to the provisions in this form is voluntary. I agree my releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors.

**WE REQUIRE THAT A CHILD’S PARENT OR GUARDIAN BE ON THE RANCH PROPERTY AT ALL TIMES DURING THEIR CHILD’S SESSION.**

**VICTORY YOUTH RANCH WAIVER AND LIABILITY RELEASE**

Date of First Session: \_\_\_\_\_

**CHILD'S NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**CHILD'S NAME:** \_\_\_\_\_ **AGE:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**ADULT and/or LEGAL GUARDIAN INFORMATION:**

- Adult Full Legal Name: \_\_\_\_\_
  - Address: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - E-mail: \_\_\_\_\_
- Signature: \_\_\_\_\_

I would like to receive the Ranch newsletter via email: Yes \_\_\_\_\_ No \_\_\_\_\_

**MEDICAL INFORMATION**

- Insurance or Medical Cost-Sharing Company OR "Uninsured":  
\_\_\_\_\_
- Select One:  
-----\_ The child does NOT have a physical or mental condition that may affect his/her safety or ability to ride a horse.  
  
-----\_ I do NOT have a physical or mental condition that may affect my safety or ability to be around a horse.

**EMERGENCY CONTACT**

**(for adult/legal guardian)**

- Name: \_\_\_\_\_
- Phone Number: \_\_\_\_\_
- Relationship: \_\_\_\_\_