

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, AGENTS, DIRECTORS, GRACEFUL OAKS YOUTH RANCH, VOLUNTEERS, CONTRACTORS ("THE RELEASEES").

I, _____ on behalf of myself (and my minor child) _____
(Print First & Last Name) (Print Child's Name)

I reside at _____ in _____, _____, _____
(Street Address) (City) (State) (Zip)

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that insurance for animals, personal property and individual is the complete and full responsibility of the Rider.
2. Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Graceful Oaks Youth Ranch, The Chalaee Cartledge Family Living Trust, Encounter Riding Academy, hereinafter referred to as the Stable.
4. RELEASE DISCHARGE AND PROMISE NOT TO SUE Graceful Oaks Youth Ranch (GOYR), doing business under its own name or any other name and/or any of its owners, officers, employees, directors and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
6. INDEMNIFY, SAVE AND HOLD HARMLESS the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.
7. Acknowledge 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. (RIDE AT YOUR OWN RISK)
8. Rider agrees, in the event medical assistance is needed, participant listed above will be responsible for all medical payments.
9. By participating at the ranch, you are allowing GOYR to use photos and likeness for our marketing efforts and newsletter updates.
10. Grant Graceful Oaks permission to use me or my family in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based, publications, without payment or other consideration. I understand and agree that all photos will become the property of Graceful Oaks Youth Ranch.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release GOYR, Releasees and agents from all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse.

(Date) (Signature) (Email)