

GOYR LIABILITY FORM

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

This **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT** (the "Agreement") is entered into on this ____ day of _____, 2025, by and between **Graceful Oaks Youth Ranch**, a Colorado non-profit organization, and its Trustee, **Chalae Cartledge** (the "Trustee"), and the undersigned individual(s) ("Participant" or "Rider"), collectively referred to as the "Parties."

WHEREAS, **Graceful Oaks Youth Ranch** (hereinafter "GOYR"), located at [Insert Address], is a Colorado-based organization engaged in providing animal-assisted educational programs, including but not limited to horseback riding, animal interactions, and other ranch-related services and activities (the "Activities");

WHEREAS, the **Hope for Tomorrow Trust** is a trust created for the benefit of GOYR, with **Chalae Cartledge** serving as Trustee, responsible for managing the assets and overseeing the operations of GOYR;

WHEREAS, the Participant desires to voluntarily participate in the Activities at GOYR's premises or at any off-site locations managed or coordinated by GOYR, including but not limited to horseback riding, interaction with farm animals (mini cows, donkeys, etc.), educational ranch programs, and recreational activities involving animal care, training, and handling (the "Premises");

WHEREAS, the Participant acknowledges that the Activities are inherently dangerous and involve risks that could result in serious injury, death, or property damage; and

WHEREAS, the Participant has agreed to sign this Release and Waiver of Liability, Assumption of Risk & Indemnity Agreement in order to participate in the Activities provided by GOYR;

NOW, THEREFORE, in consideration of being allowed to participate in the Activities and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of Risk and Assumption of Risk

- The Participant acknowledges and fully understands that participation in the Activities, including but not limited to horseback riding, interacting with animals, and handling equines, involves inherent risks. These risks may result in serious physical injury, death, or property damage due to the unpredictable nature of horses and other animals, and the unpredictable environment in which such activities occur.
- The Participant expressly **assumes all risks** of injury, death, or property damage that may arise from participation in the Activities, regardless of whether such risks result from the **negligence** or **recklessness** of the Releasees.

2. Release and Waiver of Liability

- The Participant, on behalf of themselves, their heirs, legal representatives, and assigns, hereby **releases, waives, discharges**, and agrees to hold harmless **Graceful Oaks Youth Ranch, Hope for Tomorrow Trust, Chalee Cartledge**, the Board of Directors, employees, agents, volunteers, contractors, and all other **Releasees** from any and all liability, claims, demands, suits, actions, damages, losses, costs, or expenses (including attorneys' fees) arising from any injury, death, or property damage sustained by the Participant during the course of the Activities, including those arising from the **negligence** or **fault** of any Releasee or other third party.
- The Participant agrees **not to file any claims** against the Releasees for any injury, death, or damages incurred during the Activities, regardless of the cause, including but not limited to claims arising from the **negligence** or **recklessness** of the Releasees.

3. Indemnification

- The Participant agrees to **indemnify, defend, and hold harmless** the Releasees from and against any and all claims, demands, causes of action, suits, damages, judgments, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or in any way connected with the Participant's participation in the Activities, including but not limited to claims for **negligence** or any breach of this Agreement.
- The Participant further agrees to **reimburse** the Releasees for any costs or damages incurred as a result of the Participant's participation in the Activities.

4. Acknowledgment of Equine Activity Law

- The Participant acknowledges that **Colorado law**, under **Section 13-21-119 of the Colorado Revised Statutes**, specifically exempts equine professionals and related entities from liability for injuries or death resulting from the inherent risks of equine activities, including the actions of animals, the weather, the environment, and the actions of other participants.
- The Participant fully **assumes** all such inherent risks and agrees that GOYR, its Trust, Trustee, and other Releasees shall not be held responsible for any injury or death arising from such risks.

5. Health and Medical Responsibility

- The Participant certifies that they are physically fit, in good health, and capable of participating in the Activities. The Participant understands that participation in the Activities may require physical exertion and may expose them to physical risk.
- In the event of injury or illness during participation in the Activities, the Participant agrees to **assume full responsibility** for all medical expenses incurred, including emergency medical treatment, transportation, and any associated costs. The Participant acknowledges that GOYR has no responsibility for providing health or medical coverage for the Participant.

6. Use of Likeness

- The Participant grants **Graceful Oaks Youth Ranch** and the **Hope for Tomorrow Trust** permission to photograph, record, or otherwise capture images or video footage

of the Participant during the Activities. The Participant acknowledges that such images or footage may be used for **marketing, promotional, advertising, or educational purposes**, without compensation or further notice. All images or videos shall become the property of GOYR and the Trust.

7. Weather and Event Cancellations

- In the event of **extreme weather conditions** or other safety concerns, the Activities may be rescheduled or modified to ensure the safety of participants. If outdoor activities such as horseback riding need to be moved indoors due to weather conditions, the Participant agrees to proceed with the modified activities.
- If weather conditions, such as temperatures below 40°F or inclement weather, make it impossible or unsafe to conduct the Activities, the Participant will be offered a **reschedule** of the event without additional charges.

8. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the **entire understanding** between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, or representations, whether oral or written.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought in the courts located within Colorado, and the Parties hereby consent to the jurisdiction of such courts.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Participant has executed this Release and Waiver of Liability, Assumption of Risk & Indemnity Agreement as of the ____ day of _____, 2025.

Participant's Full Name (Printed): _____

Participant's Signature: _____

Date: _____

Parent/Guardian (if Participant is under 18): _____

Signature of Parent/Guardian: _____

Date: _____

Graceful Oaks Youth Ranch Representative (if applicable): _____