



## **Cowgirl Up Ranch / HorseSpeak Center for Personal Development, Inc.**

### **Release of Liability**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

In consideration of being allowed to participate in any way in the HorseSpeak/Cowgirl Up Ranch events and activities, including, but not limited to, riding lessons, riding clinics, training, and/or any horseback or non-horseback activities including camping, lodging, team building, challenge course and empowerment activities,

I, \_\_\_\_\_ the undersigned, acknowledge, appreciate, and agree that:

1. Horses and livestock are sentient beings instinctively capable of unexpected and potentially dangerous behaviors. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis or death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. This release includes participating in our experiential adventure program that offers groups and individuals the opportunity to engage in a series of personal development and team building activities. A challenge course, commonly referred to as a ropes course, is composed of wood, poles, cables, logs and belaying systems that are used for activities such as ice breakers, group initiatives, and low and/or high element challenges. The level of participation in the challenge course program is voluntary. No participant is required to do anything that he or she does not want to do; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation and understand the necessity of following the rules of the ranch and the directions of the staff. I acknowledge the increased risk of injury if I fail to follow the staff's directions and safety guidelines. If I observe any unusual significant hazard during my presence or participation, I will remove myself

from participation and bring such to the attention of the staff immediately. If I am uncomfortable with any activity, I will remove myself from such and seek the assistance of the staff; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COWGIRL UP RANCH, MARYBETH WIEFELS, ESTHER PECORA, HORSESPEAK CENTER FOR PERSONAL DEVELOPMENT, INC., their agents and/or employees, other participants, sponsors, advertisers, and owners and lessors of any premises used for the activities, ("Releasees"), with respect to ANY and ALL injury, disability, death, or loss or damage to person or property, whether arising from negligence of the releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, THUS ACCEPTING ITS TERMS AND ASSUMING FULL PERSONAL RESPONSIBILITY FOR MY PARTICIPATION or participation of a minor for whom I am responsible. I KNOWINGLY and FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the releasees or others, and assume FULL RESPONSIBILITY for my participation and actions; and,

X \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ DATE \_\_\_\_\_

Print \_\_\_\_\_

Relationship If signing for a minor: \_\_\_\_\_

Name of minor \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

**Initial below:**

\_\_\_\_\_ I carry my own health insurance.

\_\_\_\_\_ I have been provided the opportunity to ask questions and clarify any aspects of this release.

\_\_\_\_\_ I have read and agree to both pages of this waiver.

