



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

Each participant must sign the "Release, Waiver of Liability, and Indemnity" before volunteering or participating in any Happiness Through Horses or The Happiness Ranch activity. Please read this document very carefully before you sign.

Happiness Through Horses and the officers, Board of directors, employees, and agents of HTH, Happiness Ranch, including, but not limited to, the director of the Program. The foregoing, jointly and severally, shall be referred to herein as "HTH" and the "Ranch". I, the Volunteer/Participant, desire to participate in or in connection with the Program and engage in activities related to being a participant and/or volunteer for the Program. Accordingly, I hereby freely and voluntarily, with full understanding of the meaning of this Release and without duress, execute this Release for the reliance and benefit of HTH, The Happiness Ranch and The Swaney Family.

1. Waiver and Release.

- I release, waive, promise not to sue the Ranch and forever discharge and hold harmless HTH and its successors and assigns from any and all liability, claims, demands, and/or causes of action of whatever kind or nature, either in law or in equity, for death, injury, property damage, or loss ("Claims") which may arise from or related to my participation in or in connection with the Program.
- I understand and acknowledge that this Release irrevocably and fully discharge HTH & The Happiness Ranch from any and all Claims that I may have or hold against HTH or The Happiness Ranch.
- I understand and acknowledge that HTH and the Ranch do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.
- Release the releases from any claim that such releases 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 learning and supervising riders.
- I will comply with all the rules and regulations of HTH and the participating Ranch. I will immediately inform the nearest director or person in charge if I observe any unusual or unnecessary hazard during my participation.

2. Medical Treatment. I release and forever discharge HTH and The Happiness Ranch from any and all Claims which arise from or relate to any first-aid treatment or other medical services rendered to or for my benefit in connection with an emergency during my participation in or in connection with the Program.

3. Assumption of Risk. I understand and acknowledge that participation in or in connection with the Program may include activities that may be hazardous to me including, but not limited to, the following

- Acknowledge that a horse, mule or other farm/domesticated animal without warning or any other cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break- all of which may cause the participant to fall or be jolted, resulting in serious injury or death.
- Acknowledge that horseback riding can be inherently dangerous activity and involves risk 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.
- Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Happiness through Horses, The Happiness Ranch or any facility associated with such, hereinafter referred to as the Ranch.
- It is recommended that my child and all riders wear a protective helmet. It is my understanding that a protective helmet is available and has been offered for my own or my child's safety.

I (and for my child) decline to wear a helmet (please initial here) _____

☒ I understand and acknowledge that participation in or in connection with the Program may expose me to inherently dangerous activities such as. I expressly assume all risks, both known and unknown, related to any injury, harm, property damage, death or loss arising from or related to participation in or in connection with these activities, as well as all other activities of the Program. As set forth above, in Paragraph 1, I release, etc. HTH and The Ranch from all Claims arising from or related to my participation in or connection with the Program.

4. State that I am NOT now pregnant and that I have no history of any medical problem that could be affected by horseback riding and activities at the stable.

5. Photographic Release and Intellectual Property Rights. I grant and convey unto HTH all right, title, and interest, including all copyrights, in any and all photographic images and all writings or video or audio recordings made or created, in whole or in part, by me as part of my participation in or in connection with the Program.

6. Indemnity. I agree to indemnify and save and hold harmless HTH and the Ranch, the instructors, its employees or agents from and against any loss, liability, damage or cost, claims and legal fees related thereto which are caused by or connected with either my use of the horse and my equipment of gear provided therewith that arise from or relate to actions or omissions of wranglers or other employees or agents, including, but not limited to, negligence, misdeeds, or violation of law.

7. Other Provisions. I understand and acknowledge that it my intent that this Release shall be interpreted as broadly for the protection of HTH and The Happiness Ranch as permitted by the law of Colorado which is the exclusive law governing this Release. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. I agree that the sole and exclusive venue for forth above, however so presented, pled or formulated, shall be either the courts of Colorado. I irrevocably waive my right to trial by jury and consent to trial by judge. Without limiting my intent that this Release fully discharge HTH, in the event that any judge shall determine that any part of this Release is not effective to accomplish this purpose, I limit my right of recovery to actual damages only, waiving any right to indirect or consequential damages, the recovery of loss of income, and punitive or exemplary damages.

If and to the extent that my minor children participate with me in the Program, I similarly release HTH and The Ranch from any of the claims set forth above which my children may have against HTH from or related to their participation in the Program and indemnify HTH against Claims arising from their actions or omissions.

WARNING

UNDER COLORADO STATE LAW, A DOMESTICATED ANIMAL (EQUINE) PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO COLORADO LAW SECTION 13-21-119, Colorado revised statutes. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

8. Review by Attorney. I acknowledge that I have been informed and that I understand that this Release is a legally binding instrument which I am providing for the reliance of HTH and said Ranch which have a right to rely on this Release. I further acknowledge that I have been advised that I have the right to have this Release reviewed by an attorney before I sign it. By signing this Release, I acknowledge that I fully understand the meaning of this Release and all implications.

Name of by signing this Release, I acknowledge that I fully understand the meaning of this Release and all implications.

Name of Volunteer/Participant _____ Date: _____

Signature of Volunteer _____

Street Address: _____

_____ Phone: _____

City, State, Zip: _____

_____ Email: _____

Emergency Contact: _____ Phone: _____

Medical Conditions _____

****If the volunteer is a minor, this Volunteer Release, Waiver of Liability, and Indemnity must also be signed by an authorized parent or guardian**

Name of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian _____