



Restoring Lives thru Rescued Horses

RELEASE, WAIVER, AND PARTICIPATION AGREEMENT

FOR ADULTS AND MINORS/DEPENDENTS FOR PROGRAMS

1. Assumption of Risk

As the participant or parent or guardian of the below named minor or dependent participant, I assume full responsibility for the decision for myself and/or my child/dependent to participate in any programs, including public service programs, work parties, animal care, gardening, construction activities, games, including but not limited to: archery or disc golf, horses, bonfire and any other activities as may be included from time to time including, but not limited to, those listed in on this waiver, all of which will be referenced as “Programs” of Hearts Landing Ranch.

I acknowledge that participation by myself and/or my dependent(s) in the Programs listed above may entail known and unanticipated risks, including those caused by the presence of animals, use of equipment and other known and/or unknown hazards, which could result in physical injury, death or property damage. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my or my dependent’s own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.

I/We agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Hearts Landing, or the employees, representatives or agents of Hearts Landing Ranch.

2. Release

As part of the consideration for myself and/or my dependent participating in the activity or the Programs, I release, discharge, and hold harmless Hearts Landing Ranch, Donna Eckwortzel, Mike Frey, and any director, officer, employee, volunteer, or any entity or person acting in any capacity on their behalf (hereinafter collectively referred to as “Hearts Landing”) from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against Hearts Landing, Donna Eckwortzel and or Michael Frey arising from my or my dependent(s) participation in the Programs.

3. Waiver and Indemnification

I hereby waive all claims and demands against Hearts Landing, its Board of Directors (BOD), Donna Eckwortzel and Michael Frey for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my or my dependent’s participation in the Programs. I agree to indemnify and defend Hearts Landing, Donna Eckwortzel and Michael Frey against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of Hearts Landing. I agree to pay for all damages to the facilities of Hearts Landing, Donna Eckwortzel and Michael Frey caused by my or my family’s negligent, reckless, or willful actions.

