

Randall Ranch, LLC LIABILITY WAIVER AND RELEASE

Participant: _____

Date: _____

Address: _____

Home Phone: _____

City, ZIP: _____

Work Phone: _____

Email: _____

Cell Phone: _____

Student birthday _____

Any medical comments, allergies, etc.

Medical insurance company _____

Policy # _____

Person to contact in case parents cannot be reached _____

Telephone number of above person to contact _____

Riding experience (please check one)

Your level (please check one)

- Never ridden a horse before
- Have been on a horse once
- Have experience from camp
- Have taken lessons before
- Have your own horse

- Beginner
- Intermediate beginner
- Advanced beginner
- Intermediate
- Intermediate advanced
- Advanced

Other: _____

If you have ridden before, please list your accomplishments:

Please tell me why you would like to learn more about horses and list your goals:

List two things you would like to learn about at Randall Ranch:

I, the undersigned Participant, or parent or legal guardian of said Participant, if applicable, recognize that there are risks and dangers inherent in riding and interacting with horses, equines, and other farm animals. Therefore, by signing this Randall Ranch Liability Waiver and Release (hereinafter the "Release") below and engaging in activities and services provided by Randall Ranch (hereinafter "RR"), I voluntarily agree to the following:

1. I acknowledge and understand that this Release shall be legally binding upon me, the undersigned, or my child and/or legal ward if applicable, and my heirs, estate, assigns, including all minor children, and personal representatives.

2. This Release is intended to be valid and binding at all times now and in the future, including but not limited to whenever RR permits me, or my child and/or legal ward if applicable, to directly or indirectly: enter RR's property and/or premises, receive guidance from any RR associates, agents, or representatives, ride on any RR-owned horses, equines, or farm animals, either on or off RR property, or am otherwise near any RR-owned horses, equines, or other farm animals either on or off RR property.

3. I acknowledge that horseback riding is a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse, equine, and other farm animal related activities, regardless of all feasible safety measures which could be taken, and I agree to assume the risk of such dangers. I further understand that horses are five to fifteen times larger than an average human, twenty to forty times more powerful, three to four times faster, and that falls from a horse to the ground will generally be from a distance of 3.5 to 5.5 feet, with the impact of such a fall posing inherent risks or injury. I understand the inherent risks include, but are not limited to, the propensity of a horse, equine, or other farm animal to behave in ways that may result in injury, harm, death, or other loss to me or other persons on or near the horse, equine, or farm animal.

4. I acknowledge and understand that horseback riding is an activity which involves one much smaller and weaker predator (the human) trying to impose its will on, and become one unit of movement with, another much larger and stronger prey animal that has a mind of its own (the horse), and that the human and horse each have a limited understanding of the other. I further acknowledge the unpredictability of horses, equines, or other farm animals' reactions to sounds, sudden movements, unfamiliar objects, persons, or other animals. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short; spinning around; changing directions and/or speed suddenly and/or unexpectedly, shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I further understand the hazards of potential surface or subsurface conditions; collisions, encounters, and/or confrontations with horses, equines, or farm animals while either riding on or being nearby such horses, equines, or farm animals. I further understand I am not relying on RR to list all possible risks for me and that these are just some of the inherent risks involved. I acknowledge and agree to assume others exist that are not mentioned here.

5. I acknowledge the risk of another participant and/or student in the activities and/or services RR provides acting in a negligent manner that may contribute to injury, harm, death, or loss to me, my child and/or legal ward, if applicable, or to other persons, including but not limited to, failing to maintain control over a horse, equine, or other farm animal.

6. I agree on behalf of myself, and on behalf of my child and/or legal ward if applicable, that I or my child and/or legal ward have been fully warned and advised by RR that protective headgear and/or helmets, that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while horseback riding, handling, and/or being near horses. I further understand that the wearing of protective headgear and/or helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences. I acknowledge that RR has offered me, and my child and/or legal ward if applicable, protective headgear and/or helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I acknowledge that once provided, I will be responsible for properly securing the protective headgear and/or helmet on my or my child and/or legal ward's, if applicable, heads at all times. I understand I am not relying on RR and/or its associates, agents, or other representatives to ensure I am properly using the protective headgear and/or helmet.

7. I acknowledge that horses, equines, other farm animals, and other participants are capable of carrying and/or spreading infectious and/or contagious bacteria, viruses, and/or other communicable diseases, including but not limited to coronaviruses and/or COVID-19, that RR has no care or control over. I understand that RR will not be responsible if I, or my child and/or legal ward if applicable, become sick and/or ill due to any bacterial, viral, or other communicable disease infection, including but not limited to any coronaviruses and/or COVID-19. I further understand that I will not hold RR responsible for any preventative measures taken or not taken to minimize the spread of such bacteria, viruses, and/or other communicable diseases. I understand I am solely responsible for taking measures to prevent myself, or my child's and/or legal ward if applicable, from becoming sick and/or ill while on RR property. I expressly assume any risk, whether currently known or unknown, of becoming sick and/or ill that may or may not be caused due to participating in the activities and services that RR has provided me or my child and/or legal ward, if applicable.

8. FOR CONSIDERATION PROVIDED BY Randall Ranch, LLC., I AGREE TO WAIVE AND RELEASE Randall Ranch, LLC. AND ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY CLAIM, DEMAND, OR CAUSE OF ACTION, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, AT THE TIME OF SIGNING THIS RELEASE, THAT COULD BE BROUGHT BY ME OR ON MY BEHALF OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO AND INCLUDING, BUT NOT LIMITED TO, THE RISKS DETAILED WITHIN THIS RELEASE. THIS WAIVER AND RELEASE INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH, OR PROPERTY DAMAGE CLAIMS OR CAUSES OF ACTION WHETHER RESULTING FROM MY NEGLIGENCE OR THE NEGLIGENCE OF Randall Ranch, LLC'S, INCLUDING BUT NOT LIMITED TO ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

9. FOR CONSIDERATION PROVIDED BY Randall Ranch, LLC, I AGREE TO INDEMNIFY AND RELEASE Randall Ranch, LLC. AND ITS OWNERS, DIRECTORS, AND EMPLOYEES, AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY CLAIM OR CAUSE OF ACTION BROUGHT BY OR AGAINST ME OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANY DAMAGE WHICH RESULTS FROM ANY RISK, INCLUDING BUT NOT LIMITED TO THOSE DETAILED IN THIS RELEASE. THIS INDEMNIFICATION AND RELEASE INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH, OR PROPERTY DAMAGE CLAIMS OR CAUSES OF ACTION WHETHER RESULTING FROM MY NEGLIGENCE OR THE NEGLIGENCE OF Randall Ranch, INC. OR ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

I, the undersigned, have read and do understand and agree to this Release and the above provisions. I understand that by signing this Release, I am giving up rights to sue today and in the future. If I did not fully understand what this Release means, I would not sign or participate in any services or activities provided by Randall Ranch, LLC until I had been advised by my own attorney. I am signing this Release while of sound mind and not suffering from shock, or under the influence of alcohol, drugs, or other intoxicants.

IN YOUR OWN HANDWRITING BELOW PLEASE WRITE: "I have read and understand this Release document and I am not under the influence of any intoxicating drug or alcohol."

HORSE RELATED ACTIVITIES COME WITH THIS WARNING!

Protective attire

- I am hereby advised to purchase and wear a well-fitted helmet, hard hat or similar protective head gear fastened securely under the chin, while working around or riding horses to prevent injuries.
- I am hereby advised to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses.

The nature and physical character of the horse

While domesticated, well trained horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts are what has allowed the horse to survive from prehistoric times to the present day.

- I am advised that horses are unpredictable by nature, with minds of their own, as are all animals both domestic and wild. The horse is often somewhat high strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy weighing from 600 to 1300 pounds on the average. These characteristics deserve a human beings utmost respect.
- I am advised that when a horse is frightened, angry, under stress or feels threatened it is instinct to jump forward or sideways, to run away from danger at a trot or gallop of speeds up to 35 miles per hour.
- I am advised that if a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction, or even forward with either of its hind legs with tremendous force.
- I am advised that if a horse is frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of 3 to 6 feet.
- I am advised that if a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.
- I am advised that a human must always approach a horse calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
- I am advised that loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles or animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.
- I am advised that the first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.
- I have been advised that a horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at the moment.

- I have been advised that a horse has two blind areas around it which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse close to the shoulder, and never surprise a horse from the rear, or to reach first for the horse's mouth.
- I have been advised that while a horse is very sure footed by nature, it may accidentally step on an object such as a human foot, when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground or slippery grass or footing it could fall down injuring a rider or handler.

PLEASE WRITE OUT THE FOLLOWING STATEMENT ON THE LINES BELOW: "I HAVE READ AND DO UNDERSTAND THE ABOVE WARNINGS CONCERNING PROTECTIVE ATTIRE AND THE NATURE AND PHYSICAL CHARACTER OF THE HORSE."

PLEASE WRITE THE ABOVE STATEMENT HERE: _____

Protective Headgear/Helmet Consent

I, the undersigned, hereby consent to and authorize the use of RR's provided protective headgear and/or helmet and assume full responsibility for my safety should I decide NOT to wear the provided protective headgear and/or helmet. I will follow the safety rules and regulations and recommended clothing and footwear. Minors under 18 years of age must wear the provided protective headgear and/or helmet in order to participate.

_____ I consent (Please initial)

_____ I do not consent (Please initial)

Photograph Release Consent

I, the undersigned, hereby consent to and authorize the use and reproduction of any and all photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program. If under 18 years of age, the PARENT or GUARDIAN must sign: _____.

_____ I consent (Please initial)

_____ I do not consent (Please initial)

Parent/Guardian Medical Treatment Consent (if applicable)

I, the undersigned, parent or guardian of the Participant, hereby consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said Participant under the general or specific instructions of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required but is given to encourage Randall Ranch, LLC/Jake Randall, its staff, and such physician to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospital, ambulances, and other medical charges reasonably and necessarily incurred. This release shall be in full force and effect until it is withdrawn by Participant or Participant's parent or guardian, in writing. PARENT or GUARDIAN must sign: _____.

_____ I consent (Please initial)

_____ I do not consent (Please initial)

Participant Name: _____

Participant Signature: _____

If Participant is under 18 years of age:

Guardian Name: _____

Guardian Signature: _____

Date: _____