



RANGER'S LEGACY EQUINE RESCUE

29 Lily Rd
Roswell NM, 88201
(505) 730- 6352

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

READ ALL FOUR PAGES OF THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON.

I, _____ (and my minor child _____)
(hereinafter the "Undersigned") reside at (street address)

_____, in (City) _____,

(State, Zip) _____. In consideration for allowing me (or my minor child) to handle and /or ride a horse (or other equine) and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, **THE UNDERSIGNED HEREBY:**

1. Acknowledge that the term "equine" shall in all parts of this document be used to represent horses, mules, donkeys, miniature horses, miniature donkeys and all

other animals of the equine family whether or not of an exotic nature that may be at any time present at Ranger's Legacy Equine Rescue for any reason and that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement applies to all equines that may be at any time present at Ranger's Legacy Equine Rescue.

2. *Acknowledge that an equine may, without warning or any apparent 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, and also that saddles or bridles or other tack may loosen or break – all of which may cause the rider, and/or handler, to fall or be jolted, resulting in serious injury or death to the Undersigned or any person within close proximity of an equine.*

3. **ACKNOWLEDGE THAT RIDING AN EQUINE, THE HANDLING OF ANY EQUINE OR BEING IN CLOSE PROXIMITY TO AN EQUINE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND, IN SOME CASES, DEATH** *because of the unpredictable nature and irrational behavior of equines, regardless of their training or past performance.*

4. *Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of an equine, or being in close proximity to an equine or on the premises of the stable or the failure to wear a protective helmet when riding an equine, and use of saddles, bridles, equipment, tack and gear provided to me by Ranger's Legacy Equine Rescue.*

5. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** *Ranger's Legacy Equine Rescue for any loss, damage, injury (including death) or the cost to me or my child arising out of the handling or riding of an equine or being in close proximity to an equine or on the premises of the stable or the failure to wear a protective helmet when riding an equine, and use of saddles, bridles, equipment, tack and gear provided by Ranger's Legacy Equine Rescue.*

6. *Release Ranger's Legacy Equine Rescue from any claim that such Ranger's Legacy Equine Rescue was negligent in connection with me or my child's riding or handling of an equine including but not limited to training, or selecting horses, maintenance, care, fit or adjustment of saddles or bridles or other tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Ranger's Legacy Equine Rescue.*

7. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** *Ranger's Legacy Equine Rescue from and against any loss, liability, damage or cost they may incur arising out of, or in any way connected with, either me or my child's handling or riding an equine or being in close proximity of an equine or on the premises of the stable or the failure to wear a protective helmet when riding an equine and/or the use of*

saddles, bridles, equipment, gear and tack provided therewith from or contributed to by me or my child's own negligence.

8. Agree to abide by; and follow any instructions given or rules established by Ranger's Legacy Equine Rescue or any of its employees, agents, guides, or wranglers with regard to me or my child's riding or handling of an equine or being in close proximity to an equine or being on the premises of the stable or the failure to wear a protective helmet when riding an equine or any saddles, bridles, equipment, tack and gear provided therewith.
9. The Undersigned voluntarily releases Ranger's Legacy Equine Rescue from all liability for claims arising out of the matters set forth herein. The Undersigned understands the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown, and specifically but non-exclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.
10. assumption of risk, and indemnity agreement is governed by the laws of the State of New Mexico and is intended to be as broad and inclusive as is permitted by New Mexico law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
11. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Ranger's Legacy Equine Rescue or its owners, agents, employees, guides, The Undersigned expressly agrees that the foregoing release and waiver of liability, or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Ranger's Legacy Equine Rescue, or its owners, agents, employees, guides, or wranglers in defending such an action.
12. **IT IS UNDERSTOOD THAT IT IS MANDATORY THAT MY CHILD AND RECOMMENDED THAT ALL ADULTS WEAR A PROTECTIVE HELMET. IT IS ALSO MY UNDERSTANDING THAT IF I/WE DO NOT HAVE PROTECTIVE HELMETS; ONE WILL BE PROVIDED FOR ME/US.**

Client Initials _____ I refuse to wear a helmet. Client Initials. _____

Medical Release:

Ranger's Legacy Equine Rescue will be notified of any special needs that myself/child/participant have, including medical concerns, or any known allergies. In the event of any illness or injury, I hereby authorize Ranger's Legacy Equine Rescue consent

to whatever: x-ray, examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care from a licensed physician and/or surgeon as deemed necessary for the safety and welfare of myself/child/participant. It is understood that the resulting expenses will be the responsibility of the parent(s) or participant.

Participant Name: _____ *DOB:* _____

Home Phone: _____ *Cell Phone:* _____

Address: _____

Physician's Name: _____ *Phone:* _____

Preferred Medical Facility: _____ *Phone:* _____

Health Insurance Company:

Policy #: _____

Allergies to medications: _____

Current Medications: _____

In the event of an emergency, contact:

Name: _____ *Relation:* _____ *Phone:* _____

Name: _____ *Relation:* _____ *Phone:* _____

Photo/Video Release:

I consent to and authorize the use and reproduction by Ranger's Legacy Equine Rescue of any and all photographs and any other audiovisual or videotape materials taken of myself/child/participant for promotional printed material, internet website, educational activities, exhibitions, or for any other use for the benefit of the program.

Permission to: Photograph/Video Tape Yes _____ No _____

I have read this document. I understand it is a promise not to sue and to release and indemnify the trainer, Ranger's Legacy Equine Rescue, its owners, employees, agents, guides or wranglers for all claims. I have made a free and deliberated choice to sign the Release and Waiver as a condition to Ranger's Legacy Equine Rescue allowing me or my child to ride or handle an equine. I have concluded that the risk involved and the Release and Waiver of Liability is worth the pleasure of the horseback riding experience (and other related equine activities) and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

(Printed name of Parent, Guardian or Party Claiming Responsibility of Child)

(Signature of Parent, Guardian or Party Claiming Responsibility of Child)

(Date)

(Name of Child)

Driver's License/State Issued _____