

**WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in any activity at **Freedom Tails Ranch**, and as consideration for the right to participate in activities involving **horses, donkeys, pig, goats, rabbits, chickens, puppies, and any other activity on Freedom Tails Ranch**, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly volunteer and enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activities and do hereby release and forever discharge **Freedom Tails Ranch (Brian and Elisa Miller) located at 678 North County Line Road, Elgin, TX 78621** their affiliates, managers, agents, members, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, death, paralysis, damages, economic or emotional loss, that I may suffer as a direct result of participation in activities involving any of the aforementioned animals or other activities I chose to take part in on Freedom Tails Ranch, including travel to and from Freedom Tails Ranch.

**I AM PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND AM PARTICIPATING IN THE ACTIVITIES ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THESE ACTIVITIES WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY(S) LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME OF MY PARTICIPATION IN THESE ACTIVITIES, INCLUDING TRAVEL TO, FROM AND DURING THESE ACTIVITIES.**

I agree to indemnify and hold harmless, **Freedom Tails Ranch (Brian and Elisa Miller)** against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf.

**I ACKNOWLEDGE THAT THESE ACTIVITIES MAY INVOLVE A TEST OF A PERSON'S PHYSICAL OR MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR SERIOUS INJURY, DEATH OR PROPERTY LOSS. The risks may include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, or actions of volunteers or others.**

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND ACKNOWLEDGE THAT IT IS A RELEASE OF LIABILITY.**

In the event I should require medical care or treatment, I agree to be financially responsible for all costs as a result of such treatment. In the event that damages occur to any equipment or facilities as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with actions of neglect or recklessness.

Name of minor you are signing on behalf of \_\_\_\_\_

Printed Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_