

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY

WARNING: There are significant elements of risk associated with ranch or rodeo activities, as exposure to or handling of machinery, inspection of cattle, riding of horses, mules, burros, bulls, or other type of animal, or management of animal drawn vehicles. Most of which activities are conducted under stressful conditions and on uneven and uncleared ground. Ranch and/or rodeo events, including schools, have significant, inherent risk of injuries and/or death. The animals used in rodeo events are dangerous and unpredictable.

ACKNOWLEDGMENT OF RISKS: I recognize that there are inherent dangers associated with travel in or upon buggies, carriages, coaches, sleighs, and/or wagons, and in the use of saddle animals or by activities carried on in the presence of livestock. Such hazards may include but not be limited to the following: (1) Uneven, unstable, or slippery ground or road surfaces, man made or natural objects in, upon or overhanging the ground, including trees, branches, rocks, stones, gravel, holes, mud and water; (2) Inclement weather, thunder and lightning, variances and severity of wind, temperature and weather conditions; (3) The presence of motorized and non-motorized vehicles, people, other horses and riders; (4) Movement, noise and contact with objects which may frighten or cause an animal to rear, buck, bolt, run, or otherwise move unpredictably and with force.

I realize that animals act unpredictably. No warranty of any kind, expressed or implied, is being made as to the habits, disposition, suitability, nature or physical condition of any animal. I acknowledge that in approaching, handling, mounting, riding and dismounting an animal, my ability to control or direct an animal, and the speed at which I travel or ride can pose a dangerous risk to my safety. I may suffer accidents or illnesses in remote places where there are no available medical facilities. I am aware that personal property may be lost or damaged; certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that I should ask about potential risks, dangers and hazards and recommended safety procedures and precautions.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I recognize that certain activities and ranch work involve greater hazards and dangers than others; particularly if I engage in rodeo type events, branding and its associated activities, inspection of horses, particularly where test riding is involved, the inspection or supervision of cattle or other livestock, the riding in or management of horse drawn vehicles. I confirm that I am/we are physically and mentally capable of participating in the activity and using the equipment or livestock. I/we participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness (including death), and any related expenses in connection therewith. I assume all responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration; oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite, allergic reactions; shock, paralysis, and/or death; and acknowledge that if during the activity, I/we experience fatigue, chill and/or dizziness, my/our reaction time may be diminished and the risk of an accident increase.

COVENANT OF GOOD FAITH: I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse to terminate the participation of any persons you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or in its absence, agree to pay all costs of medical services that may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release: Les or Tanya Boatright, DBA 3L Ranch and Rodeo, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever.

I HAVE READ AND UNDERSTOOD THE FOREGOING ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participants Name (printed) _____ Age: _____

Participants Signature: _____

Emergency Contact (Name/Phone#): _____

List known allergies: _____

Advise if under doctor's care or taking prescription medication: _____

Parent/Guardian Signature (if participant is under 18) _____

Notary: