

WAIVER & LIABILITY RELEASE FORM

Smiling Goat Ranch – Sheryl Barto, Owner/Executive Director, 2255 Emma Rd, Basalt, Colorado 81621

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.*

This agreement must be signed by all participants/visitors eighteen years of age and older, and by the parent or guardian of a participant under eighteen or other individual under legal guardianship.

PARTICIPANT & HEALTH INFORMATION

Name/Relationship	Date of Birth	Weight	Height	Special Needs/Medical Conditions/Medications/Allergies*

* Any previous medical conditions, surgeries or injuries that could influence any participant's safety around horses (**including but not limited to:** back injuries, dizziness, head injuries, cardio vascular conditions, stroke or other brain conditions, high blood pressure, cancer, diabetes, Gastrointestinal, neurological, easy bleeding, PREGNANCY, Asthma)? Medical conditions will NOT automatically disqualify you but we need to know to know how to keep you safe!!!

Parent / Guardian Name _____

Parent / Guardian Address _____

City _____ State _____ Zip Code _____

Daytime Phone # _____ Alternate Phone # _____

LIABILITY RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS RELEASE OF LIABILITY WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING A FUTURE LAWSUIT.

1. THIS RELEASE OF LIABILITY ("Agreement") is executed on _____, 20____, by and between Sheryl Barto, Smiling Goat Ranch, Inc., a Colorado non-profit corporation with its principal place of business located at 2255 Emma Rd, Basalt, Colorado ("Company"), and _____, **[name of Participant]** whose address is _____ ("Releasor"). The term Releasor includes all participants, including but not limited to parents and guardians or other parties named above, attending the Program (as defined below) with Releasor.
2. In consideration of being permitted to participate in the **Horse Boy** program (the "Program"), Releasor, which term further includes Releasor and his or her personal representatives, assigns, heirs, next of kin, administrators, and executors, hereby releases, waives, and discharges Company, its officers, members, promoters, sponsors, successors, assigns, representatives, affiliates, or owners, and each of them, their officers and employees, all referred to as Releasees, from all liability to Releasor, for all loss or damage and any claim or damage therefor, on account of any injury to person or property or resulting in the death of Releasor, whether caused by the negligence of Company or Releasees, from any accident which may occur as a result of participation in the Program or any activities in connection therewith, or otherwise. Releasor also hereby releases the Releasees for any lost, stolen, or destroyed property belonging to Releasor.
3. Releasor agrees to defend, indemnify, and hold harmless Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Releasor in or on the premises or other related location where the Program takes place (the "Property") and/or in connection with the Program, whether caused by the negligence of Releasees or otherwise. Releasor assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in or on the Property and/or participating in the Program.
4. Releasor expressly agrees that this Agreement is intended to be at least as broad and inclusive as permitted by the laws of the State of Colorado, even if the Program occurs outside Colorado, and that, if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. Releasor releases Releasees, all officials, and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered to Releasor during participation in the Program. If a legal guardian or parent is signing this document on behalf of a minor, the person signing authorizes any licensed physician, emergency medical technician, hospital, or other medical facility to treat any such injuries and any related conditions that may be encountered during the

course of attempting to treat such injuries.

- 6. Though Company hopes the Program will be a positive experience for Releasor, Releasor hereby acknowledges and agrees that no representations or warranties are made regarding the Program or any results from it.
- 7. This Agreement contains the entire agreement between the parties to this Agreement and the terms here are contractual and not a mere recital. This Agreement is governed by Colorado law; the parties agree that venue and jurisdiction for any disputes will be in the courts of Garfield County, Colorado.
- 8. Releasor states that Releasor has carefully read and understands the above Agreement and signs it as Releasor's own free act.
- 9. Ownership Of Intellectual Property: Releasee hereby acknowledges and agrees that the Program is the sole and exclusive owner of all Training materials, the Marks, all goodwill associated with them, and any other content created in connection with the Program (the "Intellectual Property"). Releasee further agrees that it will never challenge the validity or ownership of the Intellectual Property or assist or induce a third party to do so. Releasee shall not apply to register any of the Marks, or claim any rights in any of the Intellectual Property, in any country of the world. Releasee further agrees not to represent that it is the owner of any of the Intellectual Property.

Image Release: Releasee hereby grants Smiling Goat Ranch permission to use my and/or my family's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications and social media channels, including web-based publications, without payment or other consideration. I hereby irrevocably authorize the Smiling Goat Ranch to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo and waive any claim with respect to the eventual use to which the Personal Information may be applied. _____ **(initial)**

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Smiling Goat Ranch is operating in accordance with the CDC guidelines and federal, state, and local ordinances. By attending a session at Smiling Goat Ranch, your attendance means you attest to the following: Neither you or anybody in your household is experiencing any flu-like symptoms within the last two weeks. Neither you or anybody in your household has knowingly been exposed to or tested positive for the COVID-19 virus in the last two weeks.

I agree to the terms above. I certify that all I and any other participants I am signing for are able to engage safely in this Program and know of no physical or other condition that may make participation unsafe.

Signature _____ (If under 18, Parent/Guardian Signature) Date _____

Print Name _____

Signatures of other adult participants with you _____

EMERGENCY INFORMATION

Emergency Contact Name _____ Relationship _____

Daytime Phone # _____ Alternate Phone # _____

Doctor Name _____ Doctor Phone # _____

Medical Insurance _____ Insurance # _____

Emergency Medical Care Authorization: I authorize Smiling Goat Ranch to obtain medical treatment for me or for my child. I will pay for all medical expenses due.

Signature _____ Date _____

HELMET WAIVER *(for riders 18 years of age and older, ONLY. Children under 18 must wear helmets.)*

Smiling Goat Ranch, LLC, and Sheryl Barto has offered a helmet to me and **urges that I wear it during my equine activity.** Understanding that I may suffer injuries, which could be serious and which might have been avoided if a helmet had been worn, I nevertheless choose not to wear a helmet. My assumption of risks and agreements of release and indemnity extend to any and all loss that I may suffer as a result of my choice not to wear a helmet in my equine activity.

Signature _____ Date _____