



The Barefoot Ranch Horse Rescue Inc.
9108E Rd 98 N, PO Box 934
Teulon, MB R0C 3B0
(204) 801-6833
www.thebarefootranch.com

Release of Liability and Waiver of Responsibility

PLEASE READ CAREFULLY BEFORE SIGNING

Due to the inherent risks of equine activities and equine-related activities, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine related activities.

The undersigned hereby releases, waives responsibility, discharges and covenants to not sue The Barefoot Ranch Horse Rescue Inc., its representatives, agents, directors, sponsors, or volunteers, jointly or individually, for any loss or claim as a result of personal injury or property damage which might arise from undersigned's participation in any program or activity directly or indirectly involving The Barefoot Ranch Horse Rescue Inc. whether or not upon premises then occupied by The Barefoot Ranch Horse Rescue Inc.

At any time that The Barefoot Ranch Horse Rescue Inc. does not own the premises it occupies but premises are leased or donated, the owner(s) of said premises are incorporated herein and held harmless by this Release and Waiver.

This Release and Waiver includes, but is not limited to, heirs, assigns, personal representatives or others who might seek to claim loss or injury on behalf of the undersigned.

I ACKNOWLEDGE that mounted and un-mounted equestrian activities, including but not limited to: working with a horse, grooming, feeding, caretaking, riding a horse, driving or riding in a cart drawn by a horse, riding in a The Barefoot Ranch Horse Rescue Inc. vehicle, and other mounted and un-mounted equestrian activities, AND ANY ACTIVITIES THAT INVOLVE BEING AROUND HORSES are INHERENTLY DANGEROUS ACTIVITIES, which involve a risk of injury. I ACKNOWLEDGE that I may sustain injuries. I EXPRESSLY ASSUME ALL KNOWN OR UNKNOWN RISKS involved in such activities and PARTICIPATE AT MY OWN RISK. _____ (initial)

I ACKNOWLEDGE that due to the nature of equestrian activities, accidents can and do occur, even if the utmost care and safety is exercised. I hereby, EXPRESSLY WAIVE, RELEASE, AND FOREVER DISCHARGE The Barefoot Ranch Horse Rescue Inc., its Board of Directors, Instructors, Therapists, Aides, Volunteers, Agents, Employees, Sponsors, and Affiliates, land owners, whosoever from ANY AND ALL LIABILITY, CLAIM, LOSS, DAMAGE, COST, OR EXPENSE arising from, or attributable in any legal way to, ANY NEGLIGENT ACT OR OMISSION on the part of any such person or organization.
_____ (initial)

I ACKNOWLEDGE that I have carefully read this waiver and release, and that I fully understand that it is a RELEASE OF LIABILITY. I, also, ACKNOWLEDGE that I am waiving any and all rights that I may have to bring a lawsuit in which I could assert claim against The Barefoot Ranch Horse Rescue Inc. and all the other persons mentioned for any damages caused by negligence of the aforementioned parties. I hereby consent to the terms of this waiver. _____ **(initial)**

The undersigned acknowledges that The Barefoot Ranch Horse Rescue Inc., its representatives, agents, directors, sponsors and volunteers have relied upon the foregoing to grant permission to enter the premises and participate in the programs, care and handling of the animals there sheltered. _____ **(initial)**

If undersigned is determined to be in any way detrimental and/or uncooperative with the policies and procedures of The Barefoot Ranch Horse Rescue Inc. then in place for the safety and protection of the animals and other persons present, undersigned may be denied further permission to participate in the activities and programs of The Barefoot Ranch Horse Rescue Inc., wherever they may occur. Notwithstanding, the foregoing Release of Liability and Waiver of Responsibility shall remain in full force and effect. _____ **(initial)**

Should The Barefoot Ranch Horse Rescue Inc. change its name or relocate at any time, the foregoing shall remain in full force and effect. _____ **(initial)**

I understand the risks, hazards, and dangers described above. I understand that these activities may require good physical condition and a degree of skill and knowledge. By my participation, I have represented that I possess the physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. _____ **(initial)**

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY OR EVENT ASSOCIATED WITH, SPONSORED BY, OR ORGANIZED BY TBFR WITH FULL UNDERSTANDING OF INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED.

AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY, PARALYSIS, ILLNESS, DISEASE OR DEATH. _____ **(initial)**

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS TBFR, its directors, officers, agents, instructors, employees, members, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, illness, disease or death to me or my property as a result of my engaging in these activities or the use of animals or equipment, whether such damage, loss, injury, paralysis, illness, disease or death results from negligence of The Barefoot Ranch Horse Rescue Inc or from some other cause. _____ **(initial)**

I/WE, the undersigned, have read and understand the foregoing agreement, warnings and Release of Liability and Waiver of Responsibility. I/WE further understand and agree that I/WE are assuming all risk attendant to the handling, care, and/or riding of horses. I/WE attest that all facts conveyed to The Barefoot Ranch Horse Rescue, Inc., either verbally or in writing, relating to physical condition, age and experience are correct and are being relied upon as such.

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|-------------------------------|-----------------|-------------|
| Volunteer Name (Please Print) | Signature | Date |
| Address | City/Province | Postal Code |
| Home phone | Alternate Phone | |

I ACKNOWLEDGE that I have carefully read this waiver and release on behalf of my child or ward, and that I fully understand that it is a RELEASE OF LIABILITY. I ACKNOWLEDGE that I am waiving any and all rights that I have to bring a lawsuit in which I could assert claim against The Barefoot Ranch Horse Rescue Inc. and all the other persons mentioned for any damages caused by the negligence of the aforementioned parties. Parents or guardians of Visitors/Volunteers/Participants will reimburse The Barefoot Ranch Horse Rescue Inc. for defense costs and any judgment associated with any subsequent lawsuit. I hereby consent to the terms of this waiver and allow my child or ward to participate as a visitor/volunteer/participant in the The Barefoot Ranch Horse Rescue Inc.

Parent/Legal Guardian Signature (if visitor/volunteer/participant is under 18 years of age)

| | | | |
|-------------------------------------|---------------------------------|-------------|-------------|
| Child Volunteer Name (Please Print) | Age of minor at time of signing | Date | |
| Father/Legal Guardian Signature | Phone (Day) | Phone (Eve) | |
| Mother/Legal Guardian Signature | Phone (Day) | Phone (Eve) | |
| Emergency Contact 1/ | Relationship | Phone (Day) | Phone (Eve) |
| Emergency Contact 2/ | Relationship | Phone (Day) | Phone (Eve) |