

VOLUNTEER/GUEST AGREEMENT

&

WAIVER OF LIABILITY, GENERAL RELEASE AND INDEMNIFICATION

▶ PLEASE READ CAREFULLY BEFORE SIGNING

This AGREEMENT and WAIVER made this _____ day of _____, 200__ by and between **SAGE PATCH RANCH, INC.**, herein after also referred to as “**SPR’ and/or RELEASED PARTIES**” and _____, herein after also referred to as “**UNDERSIGNED and/or VOLUNTEER and/or GUEST**”.

▶ _____ (Initial) **BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** the Undersigned individual for himself or herself, his or her spouse and/or his or her children, ward, and other guests including but not limited to relatives including minors, friends including minors (hereinafter collectively and individually referred to as the “Undersigned”) acknowledges that they have read and accepts this agreement and that they and anyone associated with them, including but not limited to all of their heirs, do hereby voluntarily and forever release and discharge the Sage Patch Ranch, Inc. and anyone associated with the Sage Patch Ranch, Inc. including, but not limited to, their respective owners, officers, directors, agents, volunteers, independent contractors, clients, and employees (hereinafter referred to collectively or individually as “Released Parties”) from any and all claims, suits, actions, and/or liability of any type or kind (including but not limited to, damages for personal injury and even death) that the Undersigned at any time may have or sustain as a result of providing labor and/or as a result of using equipment (including but not limited to tractors, vehicles, tools, supplies, horses, mules) and/or as a result of riding horses/mules provided to the Undersigned by the Released Parties or anyone associated with Released Parties. Once again, the Undersigned fully understands, acknowledges and agrees that there is a possibility of accidental or other physical injury or even death when providing labor and/or using equipment and/or riding horses for any service or maintenance the Undersigned performs at the SPR. **Nonetheless**, the Undersigned further agrees to assume the risk of personal injury, and any and all other risk or any loss or injury of any type or kind whatsoever, including loss of use and any other indirect or consequential damages which the undersigned may suffer, resulting directly or indirectly, wholly or in part, from participating and/or providing labor, using equipment and/or horses, as a Volunteer for Released Parties. The Undersigned further agrees to indemnify and hold harmless the Released Parties, their respective owners, officers, directors, agents, volunteers, clients and employees from any and all loss, cost or expense suffered, and claims, demands, action damages, and judgments of any nature asserted against the Released Parties as a result of the Undersigned’s participation and/or for providing labor/equipment/horses/services as a Volunteer and/or Guest.

▶ _____ (Initial) For and in consideration of Volunteer work provided by Undersigned to or for the SPR facilities, services, buildings, equipment (including but not limited to Tractors, Four Wheeler, Trucks), clients, guests, employees, volunteers, owners, animals, horses, and anyone else associated with SPR, the Undersigned acknowledges and fully understands that these services/maintenance requirements can involve strenuous exertion or potential body contact that can be hazardous and involve substantial risks of serious injury and even death. Said “services/maintenance” requirements include but are not limited to: Cleaning Stalls, Feeding Horses, Assisting Clients, Leading horses/ponies, Maintaining Grounds and Buildings (including Barns), Providing Horse Care (including catching, grooming, saddling/unsaddling, bridling/unbridling, exercising, etc.), Helping with Hay Distribution, and Assisting with Fund Raisers. Nonetheless, the Undersigned does hereby hold harmless and waive all rights to sue for all claims of any kind against SPR, their owners, agents, servants, employees, volunteers, independent contractors, clients, assigns, heirs and personal representatives, and fully and forever release and discharge SPR, their owners, agents, servants, employees, volunteers, independent contractors, assigns, heirs and personal representatives, from all claims, debts, dues, demands and all known and unknown damages of every kind and nature including liability for any injuries including serious injuries resulting in a disability and even death sustained while performing or providing labor/equipment/horses as a Volunteer or even as a Guest on SPR.

▶ _____ (Initial) The Undersigned acknowledges they are not being paid for their time and services.

▶ _____ (Initial) Once again, the Undersigned acknowledges awareness that there are potential risks inherent in equine activities and other services offered at the SPR including but limited to:

1. THE PROPENSITY OF ANY EQUINE, WHICH INCLUDES HORSES, PONIES, MULES, OR DONKEYS TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY OR HARM, OR DEATH TO THE PERSONS ON OR AROUND THEM INCLUDING THE UNDERSIGNED:
2. THE PROPENSITY OF AN EQUINE TO BE UNPREDICTABLE IN ITS REACTION TO SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS, OTHER ANIMALS, OR OTHER THINGS, INCLUDING THE UNDERSIGNED;
3. THE POSSIBILITY OF AN EQUINE TO ENCOUNTER THE HAZARDS OF SURFACE OR SUBSURFACE CONDITION THAT RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
4. THE POTENTIAL OF OTHER PERSONS PRESENT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO OTHERS SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN HIS/ HER ABILITY; AND
5. THE POSSIBILITY OF TACK FAILURE. IT IS THE UNDERSIGNED RESPONSIBILITY TO CHECK TACK. ADDITIONALLY, THERE IS A POTENTIAL OF FAILURE WHICH COULD RESULT IN FALLING FROM HORSES CAUSING SERIOUS INJURY AND/OR DEATH. THIS INCLUDES BUT IS NOT LIMITED TO THE POTENTIAL OF THE SADDLE GIRTHS LOOSENING DURING THE RIDE.; AND
6. IF UNDERSIGNED IS INVOLVED WITH OTHER SERVICES THE UNDERSIGNED ALSO ACKNOWLEDGES RISK OF EQUIPMENT FAILURE, EQUIPMENT COLLISION, AND OR HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS THAT COULD RESULT IN INJURY OR DEATH.*:

*Illustration: Unsatisfactory surface conditions caused by water, ice, snow, mud, or other substances that may effect footing; holes, ditches, culverts, fallen trees, branches, building materials, and debris that may or may not be apparent to Equines or Participants; fence posts, gates, branches and other similar obstructions that may effect Equines, Equipment or Participant; subsurface conditions such as animal burrows that may cause the soil to provide inadequate support; any other surface or subsurface that may or may not be apparent to Equines or PARTICIPANTS and that may effect Equines, Equipment and Participants. This illustration and list of items is not exhaustive and is intended only to illustrate hazards of surface or subsurface.

➡ _____ (Initial) **INSURANCE**– It is the Undersigned responsibility to provide at their own expense applicable insurance such as, but not limited to: disability, unemployment, worker’s compensation, and MEDICAL. By signing below the Undersigned individual for himself or herself, his or her spouse and/or his or her children, ward and other guest including but limited to relatives (including minors) and friends (including minors) hereinafter individually and collectively referred to as Undersigned. That if Undersigned is injured (includes serious injury resulting in a disability and even death) and medical treatment be required that Undersigned’s personal accident/medical insurance company or any other applicable insurance or personal funds shall pay for all such incurred expenses caused by, but not limited to all persons, horses, animals, equipment, buildings, hayracks, trucks, tractors, etc. The Undersigned releases Sage Patch Ranch, Inc., and anyone associated with the Sage Patch Ranch, Inc. including, but not limited to, their respective owners, officers, directors, agents, volunteers, independent contractors, clients, and employees from any liability, claim or suit of any type or kind.

➡ _____ (Initial) It is the Undersigned responsibility to inform his or her spouse and/or his or her children, ward, or any other guest including but not limited to relatives including minors, friends including minors that Undersigned has signed this indemnity agreement in their behalf which releases the released parties from any liability, claim or suit of any type or kind.

➡ _____ (Initial) **COST AND FEES:** In the event that Undersigned shall commence litigation in respect to this Waiver and Liability form, the Undersigned will be responsible for all cost and expenses, including attorney’s fees incurred by BOTH parties as result of such litigation.

➡ _____ (Initial) It is understood that this Volunteer/Guest Agreement & Waiver of Liability, General Release and Indemnification shall remain valid from date of signature below until revoked in writing by the SPR or the Undersigned. This Indemnification will also be considered invalid if it has been replaced with a new Volunteer/Guest Agreement & Waiver of Liability, General Release and Indemnification.

DATE: _____ Print Name _____

■ Signature of UNDERSIGNED

■ Signature of Parent or Legal Guardian
(Required if Undersigned is under Age 18)

Telephone Number _____

Emergency Number _____