

K Diamond K Cattle and Guest Ranch

<>15661 Hwy 21 South, Republic, WA 99166 <> (509) 775-3511

READ THIS COMPLETE DOCUMENT BEFORE SIGNING!

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHTS TO SUE

- 1. The propensity of horses, regardless of its training and past behavior, to act or react unpredictably at <u>times that</u> <u>may result in injury, harm, or death to persons on or around</u> them (i.e.: running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on);
- 2. Collisions with other horses or objects;
- 3. The unpredictability of a horse's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals;
- 4. Certain hazards such as surface or subsurface conditions (i.e.; rocks, gopher holes, equipment, or trees);
- 5. The potential of the undersigned who act in a careless or negligent manner that may contribute to injury or death to the undersigned or others, such as failing to maintain control over the horse, not acting within the undersigned abilities, or not following safety instructions.

These are risks inherent in ranch related activities that may include, but not limited to the propensity of cattle or other animals on the ranch to behave in ways <u>that may result in an injury</u>, <u>harm or death to persons or persons around them</u>. The undersigned has also been made aware that for safety, a riding helmet should be worn and has been offered. The undersigned (INITIAL) **ACCEPTS**______ or **DECLINES**______ the use of a riding helmet. (<u>If you Accept the helmet</u>, <u>you will be required to wear a helmet on all rides</u>.) The undersigned further understands that K-Diamond-K Ranch in its discretion may refuse any person the right to participate in horse and ranch related activities.

AS ADDITIONAL CONSIDERATION FOR PARTICIPATING IN THE HORSE AND RANCH RELATED ACTIVITIES SET OUT AVOVE, THE UNDERSIGNED, FOR THEMSELVES AND THEIR HEIRS, NEXT OF KIN, LEGAL REPRESENTATIVES AND ASSIGNS, **RELEASES AND FOREVER DISCHARGES** K-DIAMOND-K RANCH AND SAID COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS **(THE RELEASEES)** FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION THAT THE UNDERSIGNED MAY NOW HAVE OR THAT MIGHT BE SUBSEQUENTLY ACCRUE TO THE UNDERSIGNED ARISING OUT OF OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, THE USE OF ANY HORSE OWNED OR UNDER THE CARE OF THE RELEASEES OR THE PARTICIPATION IN RANCH RELATED ACTIVITIES.

I CONFIRM THAT I HAVE READ AND UNDERSIGNED THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, LEGAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

X		
Release or Signature and/or Parent/Guardian		Signed Date: (Month/Day/Year)
Print Name:	Phone:	
Address:		
Children:	Children:	
Emergency Contact:	Phone:	