

**EQUINE ASSISTED GROWTH and DEVELOPMENT SERVICES
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR FAMILIES]**

Crossfire Ranch, Inc.
Business Name, hereinafter known as "CFR."

Morning Star Ranch 2209 Riverview Lane, Reedsville, WI 54230
Location or Address of CFR

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. REGISTRATION OF STUDENT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related growth and development services of CFR, and that I will utilize horses provided by CFR for such purpose.

1	PARTICIPANT NAME (Please print name)	AGE (if under 18) 2. Age _____ 3. Date of Birth _____	WEIGHT 4. _____ 0-99# _____ 100-199# _____ 200-250# _____ over 250#	HORSE HANDLING / RIDING EXPERIENCE (Check one) 5. _____ Beginner (under 10 hours) _____ Over 10 hours

6. Do any of the participants this student have any physical or mental condition(s) which may affect his / her safety and ability to ride, drive and / or train a horse? Yes
No (circle one)
If yes, please state name and condition(s) here:

7. If you circled "YES," how can we help this student with his / her special needs?

8. MEDICAL INSURANCE: I/WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company **shall pay** for **ALL** such incurred expenses.
→ My medical insurance company is _____ My policy number is _____ Group # _____
 I do not carry medical insurance.

- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of CFR'S physical location. This agreement is intended to be valid and binding at all times now and in the future when CFR permits me (directly or indirectly) to enter CFR leased or owned property, be on CFR'S leased or owned property, be near any horse, receive equine assisted growth & development services, riding and / or driving and / or training instruction or guidance from its associates and / or when I ride and / or drive and / or train and / or am near horses on or off of CFR'S leased or owned property. Any disputes by the rider shall be litigated in, and venue shall be the county in which CFR is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor. .

- C. INHERENT RISKS / ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or

an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on CFR to list all possible risks for me.

- D. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: CFR is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on CFR to list all possible conditions for me. The student and parent or legal guardian have inspected CFR'S owned or leased facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon CFR'S owned or leased premises.
- E. **SADDLE GIRTHS / NATURAL LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.
- F. **PROTECTIVE HEADGEAR / HELMET WARNING** I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by CFR that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on CFR and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. The headgear Certified Protective Headgear provided by CFR may not be of perfect fit for the participant's head. Helmets are mandatory and are required to be worn prior to getting on a horse.
- G. **LIABILITY RELEASE** I / WE AGREE THAT: In consideration of CFR allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge CFR, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to CFR'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of CFR'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against CFR and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of CFR, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by CFR, or in the care, custody or control of CFR, whether on or off the premises of CFR, but not limited to being on CFR'S owned or leased premises.
- H. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:**
WISCONSIN - Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(l)(e) of the Wisconsin Statutes.
- I. **PHOTO RELEASE** I / We hereby grant CFR the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself and any minor(s) identified below (the "photograph(s)") for any purpose whatsoever ("Grant"). I acknowledge that the purposes for which the photograph(s) may be used include, without limitation, CFR publications, videos, books, and newsletters. I agree that this Grant includes, without limitation, the right to use the photograph(s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media. I acknowledge that this Grant includes the right to use the name of the minor(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s). I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor(s) identified below – CFR from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor(s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). I understand that CFR and its licenses and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images – electronic or no-electronic negatives, positives, and prints – are owned by CFR. CFR is free to assign and license any and all of the rights granted in this Photo Release. I acknowledge that in no event will I have the right to enjoin the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by CFR or its licenses or assigns.

All Clients and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM A SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1 DATE

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2 DATE

Address in Full _____

Home Phone # _____

Bus. Phone # _____

EMERGENCY CONTACT PERSON

RELATIONSHIP TO STUDENT

(_____) _____
PHONE NUMBER

Please return form to the office prior to your visit / session. Thank you.
Office address ~ Crossfire Ranch, Inc. N8540 County Road N Menasha, WI 54952