



# HEARTS LANDING RANCH



## Restoring Lives thru Rescued Horses

### RELEASE, WAIVER, AND PARTICIPATION AGREEMENT

FOR ADULTS AND MINORS/DEPENDENTS FOR PROGRAMS

#### 1. Assumption of Risk

As the participant or parent or guardian of the below named minor or dependent participant, I assume full responsibility for the decision for myself and/or my child/dependent to participate in any programs, including public service programs, work parties, animal care, gardening, construction activities, games, including but not limited to: archery or disc golf, horses, bonfire and any other activities as may be included from time to time including, but not limited to, those listed in on this waiver, all of which will be referenced as "Programs" of Hearts Landing Ranch.

I acknowledge that participation by myself and/or my dependent(s) in the Programs listed above may entail known and unanticipated risks, including those caused by the presence of animals, use of equipment and other known and/or unknown hazards, which could result in physical injury, death or property damage. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my or my dependent's own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.

I/We agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Hearts Landing, or the employees, representatives or agents of Hearts Landing Ranch.

#### 2. Release

As part of the consideration for myself and/or my dependent participating in the activity or the Programs, I release, discharge, and hold harmless Hearts Landing Ranch, Donna Eckwortzel, Mike Frey, Donna Eckwortzel and Michael Frey Living Trust dated August 20, 2001 and any director, officer, employee, volunteer, and any entity or person acting in any capacity on their behalf (hereinafter collectively referred to as "Hearts Landing") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against Hearts Landing, Donna Eckwortzel and or Michael Frey arising from my or my dependent(s) participation in the Programs.

#### 3. Waiver and Indemnification

I hereby waive all claims and demands against Hearts Landing, its staff, officers, volunteers, Board of Directors (BOD), any entity or person acting in any capacity on their behalf (hereinafter collectively referred to as "Hearts Landing"), Donna Eckwortzel, Michael Frey and Donna Eckwortzel and Michael Frey Living Trust dated August 30, 2001 for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my or my dependent's participation in the Programs. I agree to indemnify and defend Hearts Landing, Donna Eckwortzel and Michael Frey against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Hearts Landing. I agree to pay for all

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damages to the facilities of Hearts Landing, Donna Eckwortzel and Michael Frey caused by my or my family's negligent, reckless, or willful actions.

**4. Photography/Video/Contact**

In participating myself and permitting my dependent(s) to participate, I understand that my or my dependent's photograph/video/voice/likeness ("Images") may appear in publicity or any marketing for Hearts Landing Programs and facilities from time to time. I understand there are no rights granted to me or my dependents to inspect or approve "Images" prior to publication including, but not limited to claims in the nature of defamation, disparagement, slander, false light, violation of my rights of privacy and/or publicity or the like or what might be deemed to be a misrepresentation of me, my character or my person due to distortion, optical illusion or faulty reproduction. No other permission, payment to a third party or residual payment is required to enable Hearts Landing use the rights granted hereunder. It is okay to send mail to email and/or home address below for HLR purposes.

**5. Term**

I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for participation in any and all of the Programs in which myself/dependent(s) participate. This release supersedes all prior understandings.

6. Any legal or equitable claim that may arise from participation in the above shall be resolved in Mediation under Placer County, California law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

**Dated:** \_\_\_\_\_ **How did you Hear about us?** \_\_\_\_\_

1. \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**PRINTED NAME:** Individual over 18, or Parent/Legal Guardian

1. \_\_\_\_\_ **Email:** \_\_\_\_\_

**SIGNATURE:** of above Individual over 18, or Parent/Legal Guardian

1. \_\_\_\_\_

**Mailing Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip code** \_\_\_\_\_

2. \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**SECOND ADULT PRINTED NAME:** Individual over 18, or Parent/Legal Guardian

2. \_\_\_\_\_ **Email:** \_\_\_\_\_

**SECOND ADULT SIGNATURE:** of above individual over 18, or Parent/Legal Guardian

**Minors: Parent/Legal Guardian must fill out above, as well as the following:**

**Name (Under 18):** \_\_\_\_\_ **Cell #** \_\_\_\_\_

**Name (Under 18):** \_\_\_\_\_ **Cell #** \_\_\_\_\_

**Name (Under 18):** \_\_\_\_\_ **Cell #** \_\_\_\_\_

**Name (Under 18):** \_\_\_\_\_ **Cell #** \_\_\_\_\_

**Volunteer & Donate @ [www.heartslandingranch.com](http://www.heartslandingranch.com) 279-529-8279**

**LIKE and Follow us on Facebook for event updates @ [www.facebook.com/heartslandingranch](http://www.facebook.com/heartslandingranch)**