



WAYR Liability Release

All children and ADULTS coming onto the premises must have a completed waiver. Each adult must have a completely separate form.

Whispering Angels Youth Ranch, Inc., its agents, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf (collectively referred to as "Stable").

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

AGREEMENT - READ BEFORE SIGNING

IN CONSIDERATION OF STABLE'S SERVICES: I hereby agree to release and discharge Stable on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively "participant", "I", "myself"), and as follows: **RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:** I understand that by my presence on Stable premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of Stable. Stable has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects in a woodshop, cooking, craft making, handling and petting or working with livestock to include but not limited to dogs, cats, cows, sheep, bees, chickens and riding in ranger, Kubota, trailer and other ranch equipment. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Stable activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Stable. My participation in all Stable activities is purely voluntary and I elect to participate in spite of the risks. (4) I agree to acknowledge all of Stable's rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of Stable's property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that Stable has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding or training horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Stable to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Stable activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Stable's

property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person or Stable, and the deliberate acts of another person. I understand that 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 direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Stable is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: 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 acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have asked or waived my right to inspect Stable's facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Stable's premises. (8) I agree to stay out of all paddocks, corrals, tack-rooms, offices, and non-office related buildings, and barns (excluding fellowship barns), while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stable from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Stable's equipment or facilities, including any such claims which allege negligent acts or omissions by Stable but not grossly negligent or intentional. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Stable or any present or future owners, officers, members, managers, agents, employees and representatives of Stable, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. It is recommended that I visit with a physician to ensure that these physical activities do not pose an unacceptable health risk.

PHOTO RELEASE: I hereby grant to Stable the unrestricted and absolute right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, create derivatives, and otherwise use the photograph(s) identified below (the "photograph(s)") for video, brochures and social media for the ranch ("Grant"). (13) I acknowledge that the purposes for which the photograph(s) may be used include, without limitation, Stable publications, videos, books, newsletters, calendars, websites, blogs, and social media. (14) 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. (15) 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). (16) I hereby voluntarily release and forever discharge - on my behalf and on behalf of the minor(s) identified below - Stable 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). (17) I understand that Stable 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 non– electronic negatives, positives, and prints – are owned by Stable. Stable is free to assign and license any and all of the rights granted in this Photo Release. (18) 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 Stable or its licensees or assigns.

WORKSHOP, GARDEN, ART ROOM AND OTHER ACTIVITIES: (19) I understand that in any Stable activity I may use inherently dangerous tools, equipment, machines, chemicals, or substances. Such activities include, without limitation, participating in woodworking, sewing, crafting, cooking, and in greenhouses. I agree that I will not use equipment or materials without familiarizing myself with their safe use. I will educate and inform myself on the inherent dangers and risks that are associated with participation in any Stable activity. I will inspect any related facility and equipment to be used in support of an activity at the Stable, and if I believe anything is unsafe, I will immediately advise Stable of such condition. I acknowledge that risks of this nature could lead to illness, serious injury or even death. I am aware that my own behavior can affect my personal safety and the safety of others involved at the Stable. I will act according to all Stable rules, instructions and policies. (20) Knowing the risks described above, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in such activities. To the fullest extent permitted by law, I release and indemnify Stable from and against any present or future claim, loss or liability for injury to person or property which I may suffer, up to and including death, or for which I may be liable to any other person, during or as a result of my participation in any activity at the Stable.

MISCELLANEOUS: (21) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (22) Should Stable or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (23) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Georgia, without regard to its conflict of law rules. (24) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (25) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Hall County, Georgia. I consent and submit to the jurisdiction of any local, state, or federal court located in Hall County, Georgia. Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to not give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Stable, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor('s/s') capacity, to act in accordance with this Agreement, and I release the Stable and said parties on behalf of the minor(s) and the minor('s/s') parents or legal guardian of said minor(s). (26) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from this form, have been made, except for those made by me in Stable's participation agreement (which is incorporated herein by this reference). My agreements to the provisions in this form are voluntary. I agree my releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors.

ADULT and/or LEGAL GUARDIAN **INFORMATION**

Adult and/or Guardian Information

Name _____
Phone Contact _____
Address _____
Email _____

Emergency Contact information for guardian and or child:

Name: _____
Phone: _____

Signature of guardian or participant over 18

Date: _____

Participants (Children's Names) , DOB, any medical issues

Referred By: _____

Why do you feel that the ranch would be a good fit for your child (children)?
