

Praying Hands Ranch Waiver

1. I/my child/my ward desires to participate voluntarily in a class, construction, preparation, equine activity, agricultural recreational activity, and/or other activities sponsored by and/or coordinated at Praying Hands Ranches, Inc. (PHR).

2. I understand that activities at the PHR, including but not limited to equine activity and agricultural recreational activities, carry certain inherent risks, including but not limited to:

- a. The varied degrees of skill and experience of the participants
- b. The nature of the activity, including but not limited to the equipment used and the location where the activity is conducted
- c. The propensity of animals to behave in ways that may result in injury to persons on or around them
- d. The unpredictability of animal reaction to sounds, movement, unfamiliar things, certain hazards such as grade, weather and other surface or subsurface conditions
- e. The type and complexity of equipment used by participants
- f. Malfunctions with equipment used by participants
- g. Collisions with animals or objects
- h. The potential for my, my child, my ward or another participants negligence (such as failing to maintain control of equipment or an animal, or not acting within my, my child, my ward or their ability).

3. I understand that under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from inherent risks of equine activities pursuant to Section 13-21-119, Colorado Revised Statutes. I also understand that under Colorado law, an activity instructor, equipment provider or facility personnel shall not be liable for an injury to or death of a participant resulting from the inherent risks of agricultural recreation activities pursuant to Section 13-21-121 of the Colorado Revised Statutes.

4. I voluntarily accept and assume these risks and any other risks associated with my/my child's/my ward's participation in any and all PHR activities, including, but not limited to, those involving owned or non-owned animals of all types, and any equipment or agricultural product, and do hereby fully and forever agree to defend, indemnify, discharge, release, and hold harmless PHR, the farm landowner, their employees, executive directors, board members, officers, agents, authorized volunteer helpers, representatives, consultants, insurers and sureties, and their heirs, successors and assigns (individually and collectively, the "Released Parties"), from any "Claims". "Claims" as used in this document means any and all claims, demands, damages, suits, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my/my child's/my ward's participation in, presence at, or the presence of my family members, guests and others for whom I am legally responsible at PHR, activities at PHR, injuries by animals, the use or intended use of PHR, and/or participation in activities connected with PHR, and expressly includes injuries and losses resulting from or arising out of the negligence of a Released Party.

5. I also, hereby give consent to the use by PHR of my/my child's/my ward's name, picture, likeness, writings and biographical information, and any audiotape and/or videotape recordings and sound or silent motion pictures of me/my child/my ward in any media now existing or hereafter developed, for any lawful purpose in furtherance of the purposes and objectives, including sale of items for fundraising purposes of PHR, from now until the end of time, without compensation.

6. I expressly acknowledge that participation in activities at PHR is solely for my/my child's/my ward's purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.

7. I have read and understand this entire Waiver and Release, agree to its terms, understand its meaning and significance, affirm that I have not relied upon any statement or representation not included in this Waiver and Release, and voluntarily assume the risk of, and consent to participate in, activities at PHR.

Please print clearly:

Printed Name of Participant: _____

Signature: _____

Printed Names (Parent or Guardian if under18)_____

Signature (Parent or Guardian if under18)_____

Under penalty of perjury, I confirm that I am the parent/legal guardian of the above named child.

Address: _____ City: _____ State/Zip: _____

Phone: _____ Email Address: _____