

Assumption of Risk, Release from Liability, and Indemnification Agreement

I, _____, reside at _____
and wish to enter upon and/or utilize the facilities and services of
Rainshadow Ranch. My purposes for visiting are _____

1. **Assumption of Risk.** I acknowledge that entry upon or use of the facilities and services, proximity to horses and other animals, riding and other activities on the ranch, give rise to risk of bodily injury, property damage and other hazards, and I further acknowledge that I knowingly and voluntarily assume the risk of the same.
2. **Release from Liability.** I fully release, waive and discharge Rainshadow Ranch, and their members, directors, officers, representatives, administrators, employees, insurers and volunteers, successors and assigns, from any and all past, present, and future claims, damages, actions and causes of action, of whatever kind or nature, whether known or unknown, including but not limited to claims based on negligence and/or wrongful death, based on, arising out of, or in connection with my entry upon and/or use of the facilities and/or services Rainshadow Ranch.
3. **Indemnity.** I agree to indemnify, defend and hold harmless Rainshadow Ranch and their members, directors, officers, representatives, administrators, employees, insurers, and volunteers, successors and assigns, for any and all claims, damages actions, causes of action, liabilities, loss, costs, attorneys' fees, and any other expenses, based on, arising out of or in connection with my entry on and/or use of the facilities and services, or the entry on or use by my family, guests or invitees, of the facilities or services of Rainshadow Ranch.
4. **Knowledge of Rules and Regulations.** I certify that I understand and will abide by the Rainshadow Ranch rules.

I have read and fully understand the above important information, warning of risk, assumption of risk, and waiver and release of all claims

Date: _____ Signature: _____

Date: _____ Signature: _____

Rainshadow Ranch Rules

1. Lessons and activities are to be under the supervision of a certified instructor. No one should approach any animal without approval and supervision of an instructor. The instructor's direction is to be followed exactly. There is a reason for every step in our program. No one may skip any step. Nor can anyone move on to the next step until approved by instructor.
2. Lessons will not exceed one hour, including grooming, tacking and riding, and will often be shorter, depending upon the safety and condition of student and horse. The instructor can end the lesson at any time if he or she decides it is in the best interest of student or horse.
3. Participants will wear approved safety helmets, long pants and closed toed shoes with small heels.
4. Under age students must be accompanied by a parent or guardian. A competent adult must participate with the student in the lesson and should come properly attired.
5. Participants should arrive at least 4 minutes before the lesson start time. If illness or emergency prevents attendance, Rainshadow Ranch should be informed before lesson time. 3 frivolous absences will forfeit your place in the schedule.
6. Lessons will be canceled when weather conditions prevent safe and comfortable participation for students, staff or horses.
7. No one may smoke at Rainshadow Ranch. No one may be under the influence of alcohol or intoxicating drugs.

Our horses are very special and must be treated well. No participant will ever abuse or mistreat a horse. Likewise, we require kindness and respect toward all participants, equine and human. No inappropriate language is allowed.