



RELEASE, WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(Aka The Bennett Family Private Residence)
5110 S Perry Park Rd, Sedalia, CO 80135

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. THE RANDOM RANCH AND BENNETT FAMILY DO NOT GUARANTEE YOUR SAFETY.

Warning: Under Colorado law, an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities pursuant to section 13-21-119, Colorado Revised Statutes.

A. **REGISTRATION OF PARTICIPANTS AND AGREEMENT PURPOSE.** By signing this agreement, I and the parent or legal guardians there of if a minor, do hereby agree to hire THE RANDOM RANCH AND BENNETT FAMILY for the purpose of livestock education and activities. I acknowledge that my child and myself will be inside pens and barns among livestock (goats, sheep, cows, horses, donkeys, dogs) where the livestock is not restrained and I accept fully acknowledge that injury can incur today and on all future dates.

NAME: _____	DOB: _____	Signature if 18+ _____
NAME: _____	DOB: _____	Signature if 18+ _____
NAME: _____	DOB: _____	Signature if 18+ _____
NAME: _____	DOB: _____	Signature if 18+ _____
NAME: _____	DOB: _____	Signature if 18+ _____
NAME: _____	DOB: _____	Signature if 18+ _____

Do any of the participants have physical and/or mental health conditions, problems, and/or disabilities, allergies which may affect his/her ability to interact with the livestock? Yes _____ No _____ If yes, describe here:

Food or Animal Allergies: Yes _____ No _____ If yes, describe here:

I authorize the participant/child to be given a Benadryl if in the event of an allergic reaction: Yes _____ No _____

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS.** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, authorized volunteers, employees, and personal representatives and it shall be interpreted according to the laws of Colorado. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term “livestock” herein refers to goats, sheep, donkeys, horses, cows, and livestock guard dogs. The term “livestock participant” herein refers to a person who is handling “livestock,” whether from the ground, behind a pen, inside a pen or mounted. The term “livestock participant” herein refers to a person who is in contact with the livestock or otherwise handles or comes near livestock from the ground. The terms “I”, “me”, “my” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. **ACTIVITY RISK CLASSIFICATION.** I understand that livestock activities are classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

D. **NATURE OF LIVESTOCK ANIMALS.** I understand that no livestock is a completely safe animal. Many livestock animals are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a participant falls, trips, spooks, runs, jumps, screams and displays other jarring motions around the livestock then the animal could become frightened or be provoked and it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, running from danger, which may result in injury or death to the participant.

E. **PARTICIPANT RESPONSIBILITY.** I understand that we were instructed by the THE RANDOM RANCH AND BENNETT FAMILY to be calm, not to run, jab, scream, walk behind any livestock. I understand that we were instructed not to feed any of the horses, donkeys, sheep, goats, cows, and dogs without supervision of staff. The participant’s safety largely depends upon his/her ability to carry out simple instructions. I agree, that if my child’s behavior is endangering to him/herself, others, or the livestock, then I understand he/she will be asked to sit out of the activity.

F. **CONDITIONS OF NATURE.** I understand that THE RANDOM RANCH AND BENNETT FAMILY ARE NOT responsible for acts, occurrences, or elements of nature that can scare livestock animals, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or reptiles which may walk, run or fly near or bite or sting the livestock 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.

G. **CARRY-ON OBJECTS AND SHARP NOISES.** I understand that participants must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring the livestock, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Participants must not make sharp loud noises, such as screaming or yelling, which may scare the livestock.

H. **ACCIDENT/MEDICAL INSURANCE. (not required)** I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My insurance company is _____ and my policy number is _____.
I hereby authorize THE RANDOM RANCH AND BENNETT FAMILY to provide emergency medical care authorization or transportation for me or for my child. I understand that in such a case, reasonable attempts would first be made to contact me, with time and conditions permitting. As long as the medical or surgical treatment considered necessary in the situation is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I impose no specific prohibitions regarding treatment unless stated here:

I. **PARTICIPANT HEALTH.** I confirm that myself and/or my child is in good health and that mine/his/her participation does not pose a hazard to mine/his/her health or that of other participants.

J. **LIABILITY RELEASE.** I agree that in consideration of THE RANDOM RANCH AND BENNETT FAMILY 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 hold harmless, release and discharge THE RANDOM RANCH AND BENNETT FAMILY, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations insurers, and others acting on its 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 THE RANDOM RANCH AND BENNETT FAMILY and/or its associates ordinary negligence; and I do further agree that I shall bring no claims, demands, actions and causes of action, and/or litigation, against THE RANDOM RANCH AND BENNETT FAMILY and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of THE RANDOM RANCH AND BENNETT FAMILY , to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THE RANDOM RANCH AND BENNETT FAMILY , whether on or off the premises of THE RANDOM RANCH AND BENNETT FAMILY .

K. **PHOTO RELEASE.** The Random Ranch and The Bennett Family has my permission to use my or my child's photograph publically to promote their activities at The Random Ranch. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

SIGNER STATEMENT OF AWARENESS
I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/we further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

X _____ X _____
SIGNATURE OF PARTICIPANT, PARENT OR GUARDIAN PRINT NAME OF PARTICIPANT, PARENT OR GUARDIAN

Address in full: _____ DATE: _____

Home Phone: _____

Cell Phone: _____

Emergency contact #1: _____
Name Relationship Phone #
Emergency contact #2 _____
Name Relationship Phone #