

SIENNA RANCH
PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant Name _____ Parent/Guardian Name _____

This release from liability, hold harmless and assumption of risk agreement is entered into on (date) _____ by and between the above-named participant (participant and/or Parents/Guardians are collectively referred to herein as the “participant”) and Sienna Ranch, LLC, it’s owners, employees, independent contractors and volunteers (collectively, “Sienna Ranch”).

1. Inherent Risks and Assumption of Risk: I acknowledge that participation in adventure, nature, ranch, and riding school based activities such as tree climbing, horseback riding or vaulting, fort building, archery, use of fixed blade knives, woodworking hand tools, fire, cooking, gardening, running on steep, unpaved, outdoor terrain, hiking off trail, physical interaction with animals including but not limited to chickens, goats, sheep, alpaca, horses, bunnies and ducks, identifying, gathering, and eating wild and domestic plants, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand risks cannot be eliminated without jeopardizing the essential qualities of the activity. I acknowledge there are inherent risks associated with equine activities and hereby expressly assume all risks associated with participating in such activities and on the premises where equine activities are performed. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in injury, harm or death to persons on or around them; the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant or employee or other person to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

I have read and understand the above _____

2. I acknowledge that Sienna Ranch employees have difficult jobs to perform. They might be unaware of or misjudge a participant’s fitness or abilities. They might misjudge the weather, the elements, the terrain, or the animal they and participant are working with. They may give inadequate warnings or instructions, and the equipment or tack being used might malfunction.

I have read and understand the above _____

3. Participant acknowledges that horses by their very nature are unpredictable and subject to animal whim. Participant assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Participant agrees to abide by and follow Sienna Ranch rules and staff direction. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Participant assumes all risks therefore and warrants a full and fair disclosure of Participant's abilities has been made to Sienna Ranch.

I have read and understand the above _____

4. Participant expressly agrees, accepts and assumes all of the risks existing in any activity Participant engages in at Sienna Ranch. Participation in this activity is purely voluntary, and is undertaken in spite of the risks.

I have read and understand the above _____

5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Sienna Ranch from any and all claims, demands, or causes of action, which are in any way connected with my participation in activity at Sienna Ranch or my use of Sienna Ranch's equipment facilities, or animals, **including any such claims which allege negligent acts or omissions of Sienna Ranch.**

I have read and understand the above _____

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

I have read and understand the above _____

7. In the event that I file a lawsuit against Sienna Ranch, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read and understand the above _____

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Sienna Ranch on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I have fully explained it to my child in language they understand. I agree to be bound by the terms of this document.

Name of Participant _____

Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Phone (____) _____

Date ____/____/____