

# Release of Liability

Revised October 2004

**SERIOUS INJURY AND/OR DEATH MAY RESULT FROM YOUR VISIT TO HIDDEN CREEK RANCH OR FROM YOUR PARTICIPATION IN ANY ACTIVITY AT HIDDEN CREEK RANCH**

## **READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

This **RELEASE of LIABILITY** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Hidden Creek Ranch, LLC** and \_\_\_\_\_, hereinafter designated as **RIDER**, and if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_. In return for the use, today and on all future dates of the property, facilities and services of Hidden Creek Ranch and associates thereof, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property and himself. I know, recognize and understand that animal behavior is inherently unpredictable and that there are certain inherent risks associated with any equine activity, including death. I assume full responsibility for personal injury to myself and/or any family members whose names are listed below: (PLEASE PRINT NAMES BELOW)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I further release and discharge Hidden Creek Ranch, LLC and/or Vinsant family for injury, loss or damage and even death arising out of my or my family's use of or presence upon the facilities or property and/or owners of any property used associated with any Hidden Creek Ranch activity, whether caused by the fault of myself, my family, Hidden Creek Ranch, employees, volunteers or other third parties.

3. Hidden Creek Ranch, Vinsant Family, and any Associated Owners of property and facilities used by Hidden Creek Ranch, LLC and the above named client understand the Alabama Equine Law below and understand that it applies to all parties involved in any activity at any time under the name Hidden Creek Ranch, LLC.

**WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.**

4. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES OR ANY SUCH FACILITIES IN WHICH THERE ARE OTHER OWNERS AND HEIRS OF OWNERS; including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

5. Rider agrees to hold Hidden Creek Ranch, LLC and all its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Hidden Creek Ranch, LLC property, facilities, or owners of any property used during any Hidden Creek Ranch activity, including without limitation, those based on death, bodily injury, property damage, including consequential damages and also refers to any other owners other than the above of any property used for any reason while visiting Hidden Creek Ranch, LLC.

6. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

7. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Hidden Creek Ranch, LLC reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

8. I understand that from time to time, photographs and videos may be taken at Hidden Creek Ranch, LLC and that I may be in one or more photographs or videos. I do hereby give permission to Hidden Creek Ranch, LLC to publish and use such photographs for any lawful purpose free of charge to Hidden Creek Ranch, LLC, owners, or heirs.

9. This contract is non-assignable and non-transferable and is made and entered into the State of Alabama and shall be enforced and interpreted under the laws of Alabama. Should any clause be in conflict with State Law, then that clause is null and void. When a representative of Hidden Creek Ranch, LLC and Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to all terms and conditions thereof.

10. All references to Hidden Creek Ranch, LLC includes any related family members, officers, agents, employees, independent contractors, instructors, associated professionals, and volunteers, other owners of property used by but not owned by Hidden Creek Ranch, LLC, and corporations that own property used by but not owned by Hidden Creek Ranch, LLC.

11. In the event of an injury to the above minor, I give my permission to Hidden Creek Ranch, LLC to arrange for all necessary medical treatment for which I shall be financially responsible.

12. I agree to pay for any damages to the facilities, structures, equipment and/or animals of Hidden Creek Ranch, LLC caused by me or my family's negligent, reckless, or willful actions, whether it is intentional or unintentional. The Rider agrees to pay the full amount or replacement or repair of any damage. This applies to other owners of property and their heirs and to other corporate owners and their officers and agents thereof.

**I HAVE READ THE PRECEEDING DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

\_\_\_\_\_  
**Rider's / Guardian Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Representative of Hidden Creek Ranch, LLC**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**(Phone)** \_\_\_\_\_  
Address and phone number of: Rider / Parent / Guardian