

Release and Waiver of Liability

For

Victory Alliance Ranch, Inc,

2028 Jordan Road
Huntsville, AL 35811

(Karen Chillcott)

This Waiver and Release of Liability is made and entered into by _____ (*print name of person that is on ranch and sign last page, if under 19, print name of person on ranch AND of parent or legal guardian who will sign and initial all highlighted areas after reading them*) this _____ day of _____, 201__.

1. I understand that it is the responsibility of the Visitor/Volunteer/Rider/Student/Horse Owner, (or parent or guardian) to carry full and complete insurance coverage of his/her horse, personal property and him/herself. Initial _____
2. I (Visitor/Volunteer/Rider/Student/Horse Owner, parent or guardian) acknowledge and understand that horsemanship is by its nature a dangerous activity, and that stables, barns, all buildings and/or shelters on the premises, trails, riding rings, and pastures containing horses, present risks which may be readily apparent or latent and/or unseen. I (Visitor/Volunteer/Rider/Student/Horse Owner, parent or guardian) agree to assume any and all risks involved in or arising from the use of, or presence upon Victory Alliance Ranch, Inc. 2028 Jordan Rd., Huntsville, AL, or any property adjacent thereto, and facilities including without limitation, the risks of death, bodily injury, property damage, falls, kicks, collisions with vehicles, horses, stationary or unstationary objects, fire or explosions, the unavailability of emergency medical care, and or the negligence or deliberate act of another person. Initial _____
3. I (Visitor/Volunteer/Rider/Student/Horse Owner, parent or guardian) acknowledge and understand that by volunteering, visiting, riding, being a student, parent or guardian on the ranch I am explicitly NOT authorized to operate equipment such as a tractor, mower, gator, etc. without explicit advance authorization from the owner AFTER I have been trained to operate said equipment. Furthermore, I agree to assume any and all risks involved in or arising from the use of, or presence upon, Victory Alliance Ranch, Inc. 2028 Jordan Rd., Huntsville, AL, or any property adjacent thereto, and facilities including without limitation, the risks of death, bodily injury, property damage, falls, kicks, collisions with vehicles, horses, stationary or unstationary objects, fire or explosions, the unavailability of emergency medical care, and or the negligence or deliberate act of another person. Initial _____
4. I (Visitor/Volunteer/Rider/Student/Horse Owner, parent or guardian) agree to hold Victory Alliance Ranch, Inc., its respective administrators, directors, agents, Officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from any and all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the acts or omissions of the "releasees": and I further agree that if, despite this release, waiver of liability, and assumption of risk, or anyone on my behalf, makes a claim against any of the "releasees", I will indemnify, save, and hold harmless each of the "releasees", from any loss, liability, damage, or cost including attorney fees which any may be incurred as the result of such claim arising out of my (Visitor/Volunteer/Rider/Student/Horse Owner's, parent or guardian) use of, or presence upon Stable's property and facilities, or any property/properties adjacent thereto, including without limitation, those based on death, bodily injury, property damage, including consequential damages. Initial _____
5. I (Visitor/Volunteer/Rider/Student/Horse Owner) agree to require any guest visiting, riding, or using any part of the property or facility to sign and date a Release of Liability. Initial _____
6. When the Visitor/Volunteer/Rider/Student/Horse Owner or parent, guardian on behalf of the Visitor/Volunteer/Rider/Student/Horse Owner signs this release, it will be binding on the Visitor/Volunteer/Rider/Student/Horse Owner heirs, beneficiaries and assigns, subject to the above terms and conditions. Initial _____

7. I hereby acknowledge and agree that I have read and understand the following 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.

To minimize the risk of head injury, Victory Alliance Ranch, Inc. requires that each Rider/Student under the age of 19 wear a protective helmet when riding a horse. If you are 19 years of age or older, and choose not to wear a protective helmet, you will need to sign below stating that you are aware of the risks of riding without one. The American Medical Equestrian Association (AMEA) strongly recommends the use of helmets to minimize or prevent injuries and or death associated with horse riding activities.

By signing this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement "Agreement", I represent that I have read this Agreement and that I fully understand the Agreement. I further represent that I understand the nature of the activities that take place at Victory Alliance Ranch, Inc. and any activities associated with Victory Alliance Ranch, Inc. and that these activities involve the risk of serious bodily injury including but not limited to permanent disability, paralysis and even death.

Visitor/Volunteer/Rider/Student/Horse Owner age 19 or older

Signature: _____

Printed Name: _____ Age & Date of Birth: _____

Address _____

Emergency Contact Information: _____

I am the parent/legal guardian of the Visitor/Volunteer/Rider/Student/Horse Owner named herein and I have read and understand the above RELEASE AND WAIVER OF LIABILITY and ASSUMPTION OF RISK AGREEMENT And expressly agree to all terms and conditions of this release by and for the Visitor/Volunteer/Rider/Student/Horse Owner.

Parent's or Legal Guardian Signature: _____

Printed Name: _____ Age & Date of Birth: _____

Address _____

Emergency Contact Information: _____

I, (the rider/student), am over the age of 19, and have been informed of the inherent risks of injury to the head and even death when riding horses without the use of protective helmets. I, by my own accord choose not to wear a helmet, and therefore hold no one responsible for death or any injury that might occur to myself while riding on the premises of Victory Alliance Ranch, Inc. or any property/properties adjacent thereto.

Signature _____.