



**Gratitude Ranch / MedFit Education Foundation
California Animal & Equine Activity Liability Waiver, Release, and Assumption of Risk Agreement**

Participant Name: _____ **Date of Birth:** _____

Address: _____ **Phone:** _____

Email: _____

PLEASE READ CAREFULLY – THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

For purposes of this Agreement, "Animals" includes horses, donkeys, mules, goats, sheep, pigs, dogs, cats, poultry, and any other domesticated or farm animals present at Gratitude Ranch, whether owned, leased, or temporarily on the property.

1. Acknowledgment of Inherent Risks

I understand that participation in activities at Gratitude Ranch, including interaction with horses and other animals, involves **inherent risks** that cannot be eliminated regardless of the level of care exercised. I acknowledge that while the animals at Gratitude Ranch are socialized, they are still animals with unpredictable behaviors. I agree to interact with them under guided care activities only and will not feed them without express permission.

Risks include, but are not limited to:

- Horses and animals may kick, bite, buck, rear, bolt, step on, push, or otherwise behave unpredictably
- Animals may react suddenly to sounds, movement, weather, other animals, or human actions
- Risk of falls, collisions, or being thrown or knocked down
- Uneven terrain, holes, rocks, mud, fences, and natural hazards
- Equipment or tack failure
- Human error, including mistakes by participants, staff, or others

I acknowledge that horses and livestock are **inherently dangerous animals**, and that serious injury or death may occur.

2. Express Assumption of Risk

I voluntarily choose to participate in these activities and expressly assume all risks, whether known or unknown, inherent or otherwise, including risks arising from the negligence of Gratitude Ranch or others, to the fullest extent permitted by California law.

3. Release of Liability (INCLUDING NEGLIGENCE)

In consideration for being permitted to participate, I, on behalf of myself and my heirs, assigns, and legal representatives, hereby:

RELEASE, WAIVE, AND DISCHARGE Gratitude Ranch, MedFit Education Foundation, its owners, officers, directors, employees, volunteers, contractors, landowners, and affiliates (collectively, the "Released Parties") from any and all claims, demands, or causes of action arising out of or related to:

- Personal injury or illness

- Property damage
- Emotional distress
- Death

INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by California law.

4. Exceptions

I understand that this agreement does **not** apply to:

- Gross negligence
- Reckless or intentional misconduct

5. Compliance with Rules

I agree to abide by all rules and instructions provided by Gratitude ranch, including but not limited to feeding guidelines, parking regulations, and animal pet policies. I understand that failure to comply with these rules may result in eviction from the property without a refund.

I agree to:

- Follow all instructions and safety rules
- Not approach, touch, or feed animals without permission
- Use all equipment properly
- Immediately report unsafe conditions
- Act in a safe and respectful manner at all times

I understand that failure to follow instructions increases my risk of injury.

6. Medical Acknowledgment

I certify that I am physically and mentally able to participate. I assume full responsibility for my health and safety. In case of an emergency, Gratitude Ranch has my permission to administer basic first aid and/or seek professional medical treatment on my behalf. I agree to be financially responsible for any expenses incurred as a result of such treatment

7. Indemnification

I agree to **defend, indemnify, and hold harmless** the Released Parties from any claims, damages, or expenses (including attorney's fees) arising from:

- My participation
- My actions or omissions
- Any claims brought on my behalf

8. Photography & Media Release

I grant permission for photos/videos to be used for promotional purposes

I do NOT grant permission

9. Minors

If participant is under 18:

Parent/Guardian Name: _____

I, as parent/legal guardian, consent to the minor's participation and agree to all terms of this agreement on their behalf.

Signature: _____ **Date:** _____

10. Severability

If any portion of this agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

11. Governing Law

This agreement shall be governed by the laws of the **State of California**.

12. Acknowledgment and Voluntary Agreement

I HAVE READ THIS AGREEMENT CAREFULLY. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant Signature: _____ **Date:** _____

Emergency Contact Name: _____ **Emergency Contact Phone:** _____