



## **REQUIRED ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**

Rescue Ranch, Inc. ("**Rescue Ranch**"), a North Carolina non-profit corporation, educational animal welfare organization, operates facilities located at 1424 Turnersburg Highway, Statesville, Iredell County, NC 28625. In so doing, **Rescue Ranch** conducts a variety of educational programs relating to the humane care, protection, and control of large and small exotic and/or farm animals. **Rescue Ranch** offers its visitors the opportunity to encounter and interact with large and small exotic and/or farm animals and utilize its property for educational purposes (including, but not limited to, the use of a playground facility). All such educational programs, interactions, activities, and other like activities are referred to herein as the "**Activities**." In consideration for participation in the **Activities** offered by **Rescue Ranch** and/or the use of or presence upon the property of **Rescue Ranch**, I acknowledge and agree for myself, my heirs, assign(s), and next of kin, and (if applicable) for members of my family, including but not limited to my minor children (hereinafter "my family members"), to the following:

**1. ASSUMPTION OF RISK.** I am fully aware and understand that: (i) there are inherent risks in participating in the **Activities**; (ii) the risk of injury resulting from any of the **Activities** is significant; and (iii) there are physical risks accompanying the interaction with large and small exotic and/or farm animals, physical exercise, and/or the use of playground equipment. I understand that the activities in which I will participate and that the animals that I will interact with are and may be unpredictable and/or dangerous. I also understand that the **Activities** may cause serious damages and/or serious or grievous injuries, including bodily injury to myself, my family members, and/or my or my family's property. I further understand that I or my family members will be in contact with a variety of wildlife and livestock. I recognize and understand that these animals may act in unpredictable ways to sounds, movements, the actions of other persons, or the actions of other animals and that the **Activities** could result in injury and/or damages to myself, my family members, or my property. I do knowingly and freely assume all risks (both known and unknown) and take full responsibility for my participation in all **Activities**. I assume any and all responsibility for any loss and/or injury I may sustain or cause as a result of my participation in any of the **Activities**.

**2. CONDUCT.** I will comply with ALL **Rescue Ranch** rules, both written and as stated to me by Rescue Ranch staff during my participation in any and all **Activities**. I will obey the **Rescue Ranch** staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of **Rescue Ranch**, and all animals and/or natural resources used in conjunction with the **Activities**. If I observe any hazards to myself, other participants in the **Activities**, **Rescue Ranch** staff, **Rescue Ranch** property, or animals and/or natural resources used in conjunction with **Activities**, I will immediately bring those hazards to the attention of the nearest member of the **Rescue Ranch** staff and avoid any situation I believe may be hazardous until the condition is corrected or my question is satisfactorily answered.

**3. RELEASE.** I hereby agree to forever release and discharge **Rescue Ranch**, its owners, employees, managers, representatives, agents, volunteers, counselors, contractors, officers, and/or directors, Ryan J. Newman, and Kristina J. Newman (collectively referred to herein as the "**Released Entities**") for any and all injuries, losses, liabilities, causes of action, suit, claims, and damages (including attorneys fees and costs) related in any way to my presence on the property of **Rescue Ranch** and/or my participation in the **Activities** (and participation or presence at **Rescue Ranch** of my child or any minor over whom I have supervisory custody or guardianship); including, without limitation, all liability and claims for property damage, personal injuries, or wrongful death, even though such injury, loss or damage, results from the negligence (but not gross negligence) of any person or entity released herein. I acknowledge and agree that this release is binding on my heirs, successors, assigns, and agents.

**4. INDEMNIFICATION. I AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED ENTITIES AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEY FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY OR MY FAMILY MEMBERS' USE OR PRESENCE UPON THE FACILITIES OF RESCUE RANCH. THIS INDEMNIFICATION OBLIGATION IS CONTINUING IN NATURE AND BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS, AND AGENTS.**

**5. SPECIFIC TO MINORS.** This is to certify that I am the parent or court appointed guardian of the participating minor named below and I consent for him/her to participate in the **Activities** and/or use of the property of **Rescue Ranch**. With legal responsibility for the participating minor, I (binding my heirs, successors and next of kin) do consent and agree to his/her release, as provided in this Required Assumption of Risk, Release and Waiver of Liability of **the Released Entities**. I have read, explained to the participating minor, and individually agree to all provisions of this Required Assumption of Risk, Release and Waiver of Liability and I further release and agree to indemnify and hold harmless the **Released Entities** from any liabilities whether to the participating minor or to others (including attorney fees and costs) resulting from or incident to the minor's involvement, observation, or participation in **Activities** and/or use of the property of **Rescue Ranch** to the fullest extent of the law.

**6. MISCELLANEOUS.** I understand that **Rescue Ranch** reserves the right to refuse or terminate service to me for any nondiscriminatory reason at any time. I further understand and agree that **Rescue Ranch** reserves the right to use any image, photograph, video, or other media taken of me, my family members, and/or my child by **Rescue Ranch** to be used in **Rescue Ranch's** promotional materials, brochures, website, and/or social media postings. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to **Rescue Ranch** using those images for any purpose. This Required Assumption of Risk, Release and Waiver of Liability shall remain in full force and effect until it is canceled by **Rescue Ranch** or modified by written agreement signed by **Rescue Ranch** and shall be governed by the laws of North Carolina without reference to the choice-of-law rules of that state.

IF YOU DO NOT WISH FOR YOU, YOUR FAMILY MEMBERS, AND/OR YOUR CHILD TO BE INCLUDED IN ANY IMAGE, PHOTOGRAPH, VIDEO, OR OTHER MEDIA TO BE USED IN RESCUE RANCH'S PROMOTIONAL MATERIALS, BROCHURES, WEBSITE, AND/OR SOCIAL MEDIA POSTINGS, PLEASE INITIAL HERE: \_\_\_\_\_

**I, the undersigned, recognize the dangers inherent in the Activities. I am assuming the hazard of this risk upon myself since I wish to participate.** I realize I am subject to injury from any of the **Activities** and that no form of preplanning can remove all of the danger or risk to which I am exposing myself, my family members, and/or minor children under my supervision. I have read this Required Assumption of Risk, Release and Waiver of Liability and the information contained throughout the document, I understand its contents, and I sign it voluntarily. I intend by this Required Assumption of Risk, Release and Waiver of Liability to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify **Rescue Ranch** for any claims arising from my participation in the Rescue Ranch's **Activities**. I understand that this Required Assumption of Risk, Release and Waiver of Liability has no expiration date and remains in effect at all times that I am observing or participating in the Rescue Ranch **Activities** and will be binding on me, my family members, heirs, assigns, executors, representatives, and estate. **I HAVE READ, UNDERSTOOD, AND DO HEREBY AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT AND THEREFORE DO EXECUTE IT. I AM UNDER NO INDUCEMENT TO SIGN, AND I REALIZE THAT BY DOING SO, I GIVE UP CERTAIN SUBSTANTIAL RIGHTS.**

\_\_\_\_\_  
Signature of Participant (or Parent/Guardian) \_\_\_\_\_  
Date

Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Parent/Guardian's First Name: \_\_\_\_\_ Parent/Guardian's Last Name: \_\_\_\_\_

Email : \_\_\_\_\_

Phone #: \_\_\_\_\_ Participant's Date of Birth: \_\_\_\_\_

Full address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

REQUIRED: In case of emergency please call: \_\_\_\_\_ Phone #: \_\_\_\_\_

\*Please use Attachment A to list additional children.

ATTACHMENT A

Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

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Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

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Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

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Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

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Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_

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Participant's First Name: \_\_\_\_\_ Participant's Last Name: \_\_\_\_\_

Participant's Date of Birth: \_\_\_\_\_