



## Cloud 9 Ranch Club, Inc.

P.O. Box 50

Caulfield, Missouri 65626

(417) 284-7321

## STABLES, Acknowledgment of Risks, Assumption of Risk & Responsibility, Release of Liability.

**WARNING:** There are significant elements of risk in any activity associated with the wilderness or outdoors and the use or presence of saddle animals, including but not limited to horses, mules & burros (referred to herein as “activity”) and the use of any related equipment. Although we have taken reasonable steps to provide appropriate animals, equipment and/ or skilled guides so you can enjoy an activity for which you may not be skilled, you must realize this activity involves risks, which cannot be eliminated without destroying the unique character of the activity, The same elements that contribute to the unique character of the activity can be causes of loss or damage to your personal property, or causes of accidental injury, illness, or in extreme cases, permanent trauma, or death.

**ACKNOWLEDGEMENT OF RISKS:** I am aware that this activity entails risks of injury or death. Risks include but are not limited but are not limited to the following: 1) Falls, collision or injury resulting from uneven, unstable, wet or slippery ground or road surfaces; manmade or natural objects in, upon or overhanging the ground, trail or roadway including trees, branches, rocks, stones, gravel, mud and water; 2) Inclement weather, thunder and lightening variances and severity of wind, temperature and weather conditions; 3) The presence of motorized vehicles, people, other horses and riders; 4) Movement, noise, and contact with objects which may frighten or cause an animal to rear, buck, bolt, ruck, kick, bite or otherwise move unpredictably and with force; 5) Accidents or illnesses occurring in remote places where there are no available medical facilities; 6) Risk associated with approaching, handling, mountain, riding and dismounting a saddle animal, your ability to control or direct an animal, equipment failure, and the speed at which you ride; 7) Animals which act unpredictable, Because of their unpredictability, no warranty of any kind, express or implied, is being made to the habits, disposition, suitability, nature or physical condition of any animal. **\*\*BE ADVISED TO WEAR PANTD AND CLOSED TOED SHOES OR BRING THESE ITEMS WITH YOU\*\***

I understand that description of these risks is not to complete and that other unknown or unanticipated risk may result in injury, illness, or death. I acknowledge that if, during the activity, I/we experience fatigue, shill and/or dizziness, my/our reaction time may be diminished, and the risk of accident increase.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I and (we are) capable of participating in the activity and using the equipment. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I/we elect to participate despite the risks. Therefore, I agree to assume full responsibility for myself, including any minor children, which I am responsible, for bodily injury, accidents, illness, death, loss of personal property, and any related expenses. I acknowledge that wearing a helmet while riding is basic safety precaution for anyone 13 and under.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles, and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions; and/or contusions; dehydration, drowning, oxygen shortage (anoxia) and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect, or marine life; allergic reaction; shock, paralysis or death. I acknowledge that if, during the activity, I/we experience fatigue, chills, and/or dizziness, my/our reaction time may be diminished, and the risk of an accident increase.

**COVENANT OF GOOD FAITH:** I recognize that you, as a provider of services, will operate under the covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to the forces of nature, medical necessities, and other problems; and/or refuse to terminate, the participation of any person you judge to be incapable of meeting the rigors of requirements of participating in the activity, I accept your right to take such actions for the safety of myself and/pr other participants.



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**AURHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical service as may be incurred on my/our behalf. I agree that any film photographs of me/us, as participants, become your property and may be used for promotional or commercial purposes.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor child for which I am parent, legal guardian or otherwise responsible, by heirs, personal representatives, or assigns, do hereby release; CLOUD 9 RANCH CLUB, INC. It's principals, directors, officers, agents, employees, volunteers, and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from liability and waive any claim for damage arising from any cause whatsoever (except that which is result of gross negligence).

**I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEAE OF LIABILITY.**

**I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

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PARTICIPANTS NAME PRINTED	AGE	SIGNATUERE
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**EMERGENCY CONTACT:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**LIST KNOWN ALLERGIES TO MEDICATION, PLANTS, OR INSECTS:**

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**DESCRIBE ANY EXISTING CONDITION OR PRIOR INURY WHICH MAY LIMIT YOUR PARTICIPATION:**

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**IF PARTICIPANT IS UNDER THE AGE OF 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN:**

\_\_\_\_\_ **DATE:** \_\_\_\_\_