RELEASE AND INDEMNIFICATION AGREEMENT, ASSUMPTION OF THE RISK FOR JAMIE'S RANCH FOR SPECIAL KIDS

* PLEASE READ CAREFULLY BEFORE SIGNING: YOUR SIGNATURE AT THE BOTTOM OF THIS DOCUMENT INDICATES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO RELEASE THE PARTIES NAMED BELOW FROM ALL LIABILITY ASSOCIATED WITH YOU PARTICIPATION IN ACTIVITIES AT JAMIE'S RANCH FOR SPECIAL KIDS.

** I UNDERSTAND THAT THERE ARE SOME ACTIVITIES AT JAMIE'S RANCH FOR SPECIAL KIDS THAT ARE INHERENTLY DANGEROUS ACTIVITIES THAT COULD RESULT IN SERIOUS BODILY INJURY OR DEATH TO MYSELF OR OTHERS.

I______, do hereby affirm and acknowledge that I am aware of or have been fully informed of the inherent hazards and risks associated with **activities at JAMIE'S RANCH FOR SPECIAL KIDS**. I fully understand that these risks can lead to serious bodily injury, illness, disease, strains, fractures, paralysis, permanent disability and death or damage to my personal property or the property of others.

I assume and understand that horses and other animals that maybe present **at JAMIE'S RANCH FOR SPECIAL KIDS** are living animal and are unpredictable with each having a different nature and temperament; that there are inherent risks in riding horses; being around live animals or being transported in wagons; that there is a risk in participation in or being a spectator at any game or event at **JAMIE'S RANCH FOR SPECIAL KIDS**.

Despite the potential hazards and dangers associated with the activities at JAMIE'S RANCH FOR SPECIAL KIDS, both known and unknown, I voluntarily agree to participate in the activities and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following any injury, disability, paralysis or death that I may suffer.

In consideration of being allowed to participate in the activities at JAMIE'S RANCH FOR SPECIAL KIDS, as well as the use of the facilities and equipment of the Released Parties, I hereby agree as follows:

(1) TO WAIVE AND RELEASE ANY AND ALL CLAIMS, damages, losses, causes of action and rights of recovery, of whatever nature, that I my estate, my heirs, executors or assigns have or may have in the future, for any personal injury, property damage or death arising from my participation in the activities at JAMIE'S RANCH FOR SPECIAL KIDS against JAMIE'S **RANCH FOR SPECIAL KIDS; Roger Mitzel and Sheri Mitzel or other** owners, employees, volunteers, board of directors or operators of the JAMIE'S RANCH FOR SPECIAL KIDS and their respective agents and volunteers (the "Released Parties") whether any such claims, damages, losses, causes of action or rights of recovery are caused by the active or passive negligence of the Release Parties or otherwise (excepting gross negligence and willful acts). By executing this document, I agree to hold all of the Release Parties harmless with respect to any and all such claims that I may incur as a result of my participation in the activity at JAMIE'S RANCH FOR SPECIAL KIDS.

- (2) By entering into this agreement, I agree that I am not relying on any oral or written representation or statements made by the Release Parties or any of them, except as may be expressly set forth in this agreement. I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
- (3) If any of the provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement, and the remainder of this agreement will continue in full force and effect and will then be construed as though the unenforceable provisions had never been contained herein.
- (4) I also agree to obey all laws, ordinance and regulations of the jurisdiction with the activity is located. I will refrain from all illegal activity.

With the **activities at JAMIE'S RANCH FOR SPECIAL KIDS** having been fully explained to me, and all of my questions answered to my satisfaction, I agree to participate in the **activities at JAMIE'S RANCH FOR SPECIAL KIDS**, fully aware of the activities and risks that are or may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and others who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into Agreement, and do so voluntarily.

AGREED, I HAVE READ THIS AGREEMENT IN FULL, I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

Participant's Signature	Print Name	Date
Witness Signature	Print Name	Date
If the participant is a minor (und parent or legal guardian must als		egally incompetent) a

Parent's/Guardians's Signature

Print Name

Date