



**Roanoke Ranch for Kids**  
PO Box 185  
11221 Grand River Drive SE  
Lowell, MI 49331  
www.roanokeranch.com

## **PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

**\*\*\* READ BEFORE SIGNING \*\*\***

Participant Name: \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events, and activities (hereafter called the Program), I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability, and death. These risks include but are not limited to: Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever. (Participants/Riders under 18 years of age MUST wear safety helmets.)
2. By signing below, I acknowledge that an inherent risk of exposure to COVID-19, other viruses or illnesses exists in any public place where people are present. By attending the Program, I, and any of my guests, voluntarily assume all risks related to exposure to COVID-19, other viruses or illnesses and agree not to hold the RELEASEES liable for any illness obtained.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation in the Program.
4. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official/leader immediately.
5. I recognize that it may be necessary for the Releasees to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the Releasees right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.
6. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.



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7. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites, social media or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

## **Equine Warning**

### **WARNING**

**Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ROANOKE RANCH FOR KIDS, its officers, directors, officials, agents and/or employees, other participants, sponsors, donors, volunteers, advertisers, permit grantors, independent contractors, subcontractors and, if applicable, owners and lessors of premises used to conduct the Program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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Participant's Signature

Age

Date

### **FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

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Parent/Guardian Signature

Date

Emergency Phone Number(s)