

DEVIL'S HOLE RANCH CLINIC WAIVER FORM

WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO DEFEND AND INDEMNIFY

**To be completed by participant (one waiver per participant):*

I, _____ (first and last name), hereby release Devil's Hole Ranch, its agents, representatives, and employees from any and all responsibility, liability, and claims for any personal injury I may sustain and/or for any damage to my personal property of every kind and nature, now and in the future, arising out of my participation in recreational activities, paid for or otherwise, on property owned or operated by the Devil's Hole Ranch, subject to the following conditions:

- 1) That any such contemplated injury or injuries are **not due to the reckless or intentional misconduct** of Devil's Hole Ranch, its agents, representatives, or employees.
- 2) **I understand that some activities I am participating in carry inherent risk of personal injury and injury to personal property, and I am voluntarily assuming the risk of these activities**, including but not limited to the riding of horses, moving of cattle, camping, operation of vehicles and equipment.
- 3) **I request these additional following terms:** _____

- 4) I understand that Devil's Hole Ranch, its agents, and employees may find that the requested terms in item three are acceptable or not. Devil's Hole Ranch will authorize or reject the additional terms below.

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**To be completed by Devil's Hole Ranch:*

I, _____ (first and last name), representing Devil's Hole Ranch, approve / reject the above additional terms for the following reasons:

DHR Signature _____ Date: _____

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**To be completed by participant:*

I, _____ (first and last name), in contemplation of my requested additional terms, if any:

- a) _____ Agree to abide by the terms listed in this waiver in order to obtain the permission of Devil's Hole Ranch to participate in any and all recreational activities on the property it owns or operates; OR
- b) _____ DO NOT AGREE to this waiver if any of my additional terms are rejected, and hereby agree to forfeit my right to participate in recreational activities on the property owned or operated by Devil's Hole Ranch.

I, _____ (first and last name), agree that in the event any of this agreement's provisions are deemed to be invalid or unenforceable, the same shall be severed from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Participant Signature _____ Date _____