



WILDWOOD HILLS RANCH OF IOWA (WHR)

CONSENT - LIABILITY RELEASE

Participant(s) Name(s) _____ Sex: F ____ M ____ AGE: _____

(Phone) _____ (E-mail) _____ Birth Date _____

Is Participant under 18? Yes: ____ No: ____ if yes, name of Parent/Authorized Guardian: _____

ACKNOWLEDGEMENT:

I, the above listed Participant or legal guardian of the above listed, am aware and fully understand that engaging in activities at Wildwood Hills Ranch and/or within the WHR program, including Aquatics, Challenge Course, Team Building, Archery, Axe Throwing and Equine may involve the risk of damage, serious injury and death, both to myself and to others. I release Wildwood Hills Ranch from any liability associated with such activities. I understand that there are many potential causes for property damage, serious injury and death at Wildwood Hills Ranch including the negligence of WHR, its board, agents, employees, volunteer staff, rescue personnel, and equipment as well as my own negligence and the negligence of others.

I represent that the listed participant is in good physical condition, and I am not aware of any disease or injury that would be aggravated or result in the participant being incapacitated or injured during participation of any activities.

IMAGE RELEASE AND WAIVER

The undersigned hereby gives permission to WHR to use any photographs, videos, and/or audio recordings of the participant for promotional materials, including the WHR web site postings, without expectation of compensation, including, but not limited to, any royalties, proceeds, and/or other benefits derived from such photographs, videos, or audio recordings.

MEDICAL RELEASE AND WAIVER

The undersigned hereby acknowledges that WHR does not have medical personnel on site and agrees that the undersigned shall be responsible for (a) providing any emergency transportation required by the participant named above, and (b) paying any medical and hospitalization costs incurred while attending an event or activity onsite or offsite.

EQUINE ACKNOWLEDGEMENT:

WARNING

*Under Iowa law, a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domestic animal activities, pursuant to Iowa code chapter 673.

*You are assuming inherent risks of participating in this domestic animal activity.

I understand that activities involving horses carry inherent risks and can be potentially dangerous despite all safety precautions. A horse may behave in a manner that result in damages to property or an injury or death to a person. Risks associated with the activity may include but are not limited to injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting.

*The horse may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The horse also may react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the horse or failing to act in a manner consistent with the person's abilities.

* There also are risks that the listed participant may take while mounting, leading, riding, feeding, or otherwise interacting with horses.

I understand that an ASTM/SEI certified helmet must be worn at all times when the participant is on a horse, on an apparatus connected to a horse. I also understand that the participant can help minimize the risks by carefully following the direction on the staff.

RELEASE AND HOLD HARMLESS:

* In consideration of being permitted to participate in the activities offered at Wildwood Hills Ranch I hereby agree to release, waive, discharge, and covenant not to sue Wildwood Hill Ranch, its board, agents, employees, volunteers, staff, or rescue personnel as well as any equipment manufacturers and distributors involved with the WHR facilities from any and all liability from any and all loss or damage I may have and any claims or demands I may have on account of injury to my person and property or the person and property of others, including death, arising out of or related to the activities offered at WHR whether caused by the negligence of WHR, its board, agents, employees, volunteers, staff, rescue personnel, equipment manufacturers, or distributors or otherwise. Also, I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to any and all acts of negligence by WHR, its board, agents, employees, volunteers, staff, rescue personnel, and equipment manufacturers, and distributors, including negligent rescue operations and is intended to be as broad and inclusive as permitted by Iowa law and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect. This agreement shall be governed by the laws of the state of Iowa and shall remain in effect for each activity with Wildwood Hills Ranch whether on or off the premises of 2552 Union Lane in St. Charles, Iowa.

SIGNATURE OF PARTICIPANT: _____

DATE: _____

SIGNATURE OF PARENT/GUARDIAN (IF MINOR): _____

DATE: _____