

Tour Release of Liability

One form should be completed for each family touring the Lazy R Ranch

Lazy R Ranch (a division of Lazy R Investments, LLC)

Premise Owner's Name, hereafter known as, "THIS FACILITY"

Address: 4441 Old Pageland Monroe Road, Monroe, NC 28112

PLEASE READ CAREFULLY BEFORE SIGNING

- A. NATURE OF HORSES. THIS FACILITY chooses its horses because they have docile personalities and basic training required for handling by individuals generally inexperienced with equines. THIS FACILITY stress safe equine handling practices. In spite of this no horse is a completely safe horse. Equine Activities are the only sport where one smaller and/or weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight, bucking, rearing, kicking, biting, pulling or running from danger.
- B. LIABILITY RELEASE. This tour includes entry into pastures and/or stalls with equines of various sizes, ages, and personalities and close contact with equines and other farm animals. In consideration of THIS FACILITY allowing my participation in this tour, I, the TOUR PARTICIPANT and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS FACILITY, its owners, agents, employees, officers, members, premise owners, insurers, and affiliated organizations from legal liability due to THIS FACILITY'S ordinary negligence; and I do further agree that except in the event of this FACILITY'S gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation, against THIS FACILITY and its ASSOCIATES as stated above in this clause, for any economic and non economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS FACILITY, to include while visiting pastures, handling, or otherwise being near horses owned by or in the care, custody and control of THIS FACILITY.
- C. PHOTOGRAPHIC RELEASE. Photographs may be taken during this tour. I, the TOUR PARTICIPANT, agree to the use of these photos by Lazy R Ranch and Lazy R Photography for advertising, promotion and/or photographic sales. I understand I will not receive any monies generated from the use of these photographs. No further permission is required to utilize these photos.

SIGNED STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING WARNINGS. I/WE ASSUME THE RISK ASSOCIATED WITH THIS TOUR ACTIVITY THROUGH THIS RELEASE OF LIABILITY.

Number of tour participants from your family: _____ (use back for additional signatures if more than 4)

All Tour Participants and Parents / Legal Guardians must sign below after reading this entire document.

Parents – please print child's name and sign your own followed by Parent, Grandparent, Guardian, etc.

TOUR DATE: _____

PRINTED NAME

SIGNATURE (Parent / Guardian, if minors included)

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

SIGNATURE