



*The Authentic Generation*

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### Consent and Release of Liability Agreement

I hereby represent that I am the parent/guardian with legal responsibility for the minor child or minor children listed on the attached Registration Form ("Child") and I hereby consent to Child's participation in the Pilot Program ("Program") of T.A.G. Ranch, Inc. ("T.A.G.") to be held in accordance with this Consent and Release of Liability Agreement ("Agreement").

In consideration of T.A.G. allowing Child to participate in any way in the Program, related events and activities, I and Child for ourselves and for our heirs, personal representatives, assigns, and next of kin, hereby:

- Fully understand, agree and accept that during the Program the Child may participate in various indoor and outdoor educational and recreational activities including but not necessarily limited to the following activities ("Activities"): horsemanship safety; horse grooming and tacking; horsemanship clinic; horse trail rides; yoga; karate; art class; hiking; water games; dodge ball; and volleyball; and the Child may encounter obstacles and hazards, including but not limited to the following hazards ("Hazards"): changing weather conditions; drowning; sunburn; injury; automobile accidents; negligence of others and other unknowns. I fully understand, agree and accept that the Hazards cannot be eliminated by T.A.G. and its agents, employees, and representatives.
- FULLY UNDERSTAND, AGREE AND ACCEPT THAT CHILD'S PARTICIPATION IN ANY WAY IN THE PROGRAM SUBJECTS CHILD AND OTHER PERSONS TO RISK OF SERIOUS INJURY INCLUDING WITHOUT LIMITATION PERMANENT DISABILITY, DEATH, AND/OR SEVERE SOCIAL AND ECONOMIC LOSSES AND MAY RESULT IN CHILD'S OR OTHER PERSONS' DEATH AND/OR SERIOUS, PERMANENT BODILY INJURY, WHICH MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES. I also fully understand, agree and accept that Child's participation in the Program may result in damage to the property of Child or other persons or entities.
- FOREVER RELEASE, FULLY DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS T.A.G. Ranch, Inc., its past, present and future members, employees, officers, owners, agents, representatives, assigns, licensees, successors, affiliates, subsidiaries, predecessors, independent contractors, insurance carriers, donors and landlords (collectively, "Releasees") from and against any and all claims, actions, causes of action, costs, suits, damages, demands, fees, awards, judgments, settlements, and/or liability and expense of any kind, nature or description whatsoever, whether known or unknown, arising out of or in any way related, whether directly or indirectly, to Child's participation in the Program, including but not limited to any loss of or damage to any property, any person's or Child's physical or psychological injury, or any person's or Child's death, that occurs as a result of or in connection with Child's participation in the Program, WHETHER SUCH DAMAGE, INJURY OR DEATH WAS CAUSED BY NEGLIGENCE, CARELESSNESS, STRICT LIABILITY OR FROM ANY OTHER CAUSE WHATSOEVER AND REGARDLESS OF WHETHER THE CLAIM, CAUSE OF ACTION OR DEMAND IS GROUNDED IN NEGLIGENCE, TORT, CONTRACT OR ANY OTHER LEGAL

BASES FOR RECOVERY OTHER THAN INTENTIONAL CONDUCT SPECIFICALLY INTENDED TO INJURE CHILD. I UNDERSTAND AND AGREE THAT THIS AGREEMENT EXTENDS TO ALL ACTS

OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS. I INTEND TO MAKE THIS AGREEMENT AS BROAD AND GENERAL AS THE LAW PERMITS.

- Grant exclusive permission to T.A.G. and its agents, clients and assigns to photograph Child and to use Child's name and photographs for the purpose of television programs, exhibition, publicity, public relations, publications, commercials, art, editorial or other advertising purposes without restriction as to frequency or duration.
- Represent that Child is in good health, and based on Child's medical information is not precluded from participating in any way in the Program. I authorize Releasees to call for medical care for child or to transport Child to a medical facility or hospital if, in the opinion of such personnel, medical treatment is needed. I agree that before, during or after transport to any such medical facility or hospital that the Releasees shall not have any further responsibility to Child. I authorize Releasees to release Child's records to the agency or individual involved in the medical treatment of Child. Further, I agree to pay all costs associated with such medical care and related transportation provided for Child and shall indemnify and hold harmless the Releasees for any costs incurred therein or arising therefrom.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ALL OF ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Guardian Print Name

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Parent/Guardian Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Minor child or minor children ("Child")

Print Name

\_\_\_\_\_

Print Name

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Print Name

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Print Name

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