

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of working around the horses belonging to Brittany Denoyer and Linda Bruno ("the horses" and facilities and/or services of LBL Equine Rescue the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that being around horses involves risks such as, but not limited to, the following, which might result from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, SERIOUS BODILY INJURY, AND POSSIBLE DEATH.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE ACTIVITY ITSELF (VOLUNTEERING AROUND HORSES), THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE,** including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges knowing all of the policies and procedures relating to volunteering and use of facilities, and/or equipment of LBL Equine Rescue, and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe care of the horses and the facilities of LBL Equine Rescue and to participate in the activity itself.

Items 1-4: _____(Initials)

5. **RELEASE.** The undersigned **RELEASES** Brittany Denoyer and Linda Bruno, and LBL Equine Rescue, their officers, employees and agents and agrees **NOT TO SUE OR IN ANY MANNER MAKE A CLAIM OF ANY SORT** against them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including Waiver of Civil Code 1542 which provides, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This means, among other things, that the undersigned is releasing unknown future claims.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** Brittany Denoyer and Linda Bruno and LBL Equine Rescue, the officers, employees and agents (hereinafter jointly referred to as "indemnitee") of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs

or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

ITEMS 5-7: _____(Initials)

8. **PAY.** The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.
9. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
10. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
11. **INSURANCE.** The undersigned understands that the indemnitee does not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.

Items 8-11: _____(Initials)

12. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

Item 12: _____(Initials)

Signature: _____ Date: _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

Signature of Parent/Legal Guardian - Consent and Release on Behalf of the Minor

Date: _____

EMERGENCY CONTACT INFORMATION:

NAME

ADDRESS

CITY _____ STATE _____ ZIP _____ TELEPHONE _____