



EQUINE LIABILITY RELEASE, ASSUMPTION OF RISK AGREEMENT and VARIOUS CONSENT

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING & INITIAL EACH SECTION

PARTICIPANT FULL NAME: _____

PARTICIPANT ADDRESS: _____

PHONE: _____ **EMAIL:** _____

REGISTRATION OF CLIENT AND AGREEMENT PURPOSE: I, the above listed individual hereinafter known as the PARTICIPANT, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all SOUTHERN REDHEAD FARMS RESCUE, hereinafter known as this ORGANIZATION, activities pertaining to this ORGANIZATION, including horseback riding instruction or horse training instruction or participation in any other ORGANIZATION activity. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the registered VOLUNTEER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS ORGANIZATION'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS ORGANIZATION permits me (directly or indirectly) to enter this ORGANIZATION'S, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "ASSOCIATES") property, be on THIS ORGANIZATION'S or ASSOCIATE'S property, be near any horse, receiving guidance, mentoring, horseback riding or horse training instruction or any other horse related activities from this ORGANIZATION or its ASSOCIATES and/or when I am near horses on or off of THIS ORGANIZATION'S or ASSOCIATE'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be in the county in which THIS ORGANIZATION is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY", the "Undersigned" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS/ASSUMPTION OF RISKS /I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken), and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over the equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. Equine assisted activities and therapy programs are activities in which one much smaller, weaker predator (the human) performs various activities around and/or with another much larger, stronger prey animal that has a mind of its own (the 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; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. I ALSO ACKNOWLEDGE THAT: these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this ORGANIZATION or its ASSOCIATES to list all possible risks for me.

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES /I/WE AGREE THAT: This ORGANIZATION and its ASSOCIATES are NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-or indoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on this ORGANIZATION or its ASSOCIATES to list all possible conditions for me. The PARTICIPANT and parent or legal guardian have inspected this ORGANIZATION'S and/or ASSOCIATES facilities and are satisfied that all premises conditions are reasonably safe for this PARTICIPANT'S intended purpose, usage and presence upon this ORGANIZATION'S or ASSOCIATE'S premises.

MEDICAL INSURANCE /I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company shall pay for all such incurred expenses.

PHOTO RELEASE CONSENT I/WE RELEASE: all rights to photos taken of you and/or the above mentioned PARTICIPANT for future use by this ORGANIZATION or its ASSOCIATES in all publications, videos, books, newsletters, promotional materials, educational activities, exhibitions or any other use for the benefit of this ORGANIZATION or its ASSOCIATES. **SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of the saddle and the potential of the participant to fall from the horse.

PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by this ORGANIZATION that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I/WE ARE NOT RELYING ON THIS ORGANIZATION and/or ITS ASSOCIATES TO PROVIDE A CERTIFIED HELMET FOR ME or TO CHECK ANY HEADGEAR/HELMET or HEADGEAR/HELMET STRAP THAT I MAY WEAR, or TO MONITOR MY COMPLIANCE WITH THIS SUGGESTION AT ANY TIME NOW or IN THE FUTURE. **LIABILITY RELEASE I/WE AGREE THAT:** In consideration of THIS ORGANIZATION allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS ORGANIZATION and its ASSOCIATES of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to this ORGANIZATION'S and or its ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the event of this ORGANIZATION'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS ORGANIZATION and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS ORGANIZATION, to include Equine Assisted Mentoring, Equine Assisted Learning, Equine Assisted Psychotherapy, Horseback Riding and Horsemanship Instruction or volunteer work or otherwise while being near horses owned by me or owned by THIS ORGANIZATION and/or its ASSOCIATES, or in the care, custody or control of THIS ORGANIZATION and/or its ASSOCIATES, whether on or off the premises of THIS ORGANIZATION or ASSOCIATES, but not limited to being on this ORGANIZATION'S or ASSOCIATES premises.

ALL VOLUNTEERS AND/OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

PARTICIPANT SIGNATURE (AGE 18 and OVER) _____

DATE _____

(ONLY FOR PARTICIPANTS UNDER AGE 18)

PARENT/LEGAL GUARDIAN SIGNATURE _____ **DATE** _____