



## EQUINE ASSISTED PSYCHOTHERAPY AND EQUINE ASSISTED LEARNING AGREEMENT AND LIABILITY RELEASE FORM

*This form must be completed by and for each participant.*

FACILITATOR NAME IS GALLOP TO GROWTH, PLLC, hereinafter known as GTG  
ADDRESS: 1010 S. Angel St., Layton, UT. 84041

### PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. GTG DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEARBY AGREED TO AS FOLLOWS THAT:

- A. The following individual hereinafter known as the “PARTICIPANT”, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine assisted activities on the premises of GTG.

PARTICIPANT NAME: \_\_\_\_\_

AGE (If 17 or under): \_\_\_\_\_

Name of Mental Health Professional Facilitating:

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** – This agreement shall be legally binding upon me the registered PARTICIPANT, 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 UTAH. Any disputes by the PARTICIPANT shall be litigated in and venue shall be UTAH.

The term “HORSE” herein shall refer to all equine species. The term “EQUINE ASSISTED PSYCHOTHERAPY” herein shall refer to EAP, otherwise handling of horses, ponies, mules or donkeys, from the ground. The term “PARTICIPANT” shall herein refer to a person who participates in a horse related activity or otherwise handles or comes near a horse from the ground.

The terms “I”, “me”, “my” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

- C. **ACTIVITY RISK CLASSIFICATION** – EAP is classified as RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According NCBI (National Center for Biotechnology Information), Not mounted work with horses, the most common mechanisms were being struck by/against (56.6%) and being crushed (25.6%), and the most common principal diagnoses were contusions/abrasions (40.8%) and fractures (18.9%). A majority (60.2%) of injuries for those not mounted involved the extremities.
- D. **NATURE OF EAP** – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. Working with horses is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become on

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 directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

- E. **PARTICIPANT RESPONSIBILITY** – The PARTICIPANT’S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain aware of the moving animal. The PARTICIPANT shall be responsible for his/her own safety.
- F. **CONDITIONS OF NATURE** – GTG is not responsible for total or partial acts, occurrences, or elements of nature 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, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- G. **INSPECTION OF PREMISES**- PARTICIPANT has inspected GTG facilities and trails and is satisfied that all premises conditions are reasonably safe for PARTICIPANT’S intended purpose, usage and presence upon the GTG premises.
- H. **ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE** – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions cause injury or damage of any kind, I and/or my own personal liability insurance shall pay for such damages.
- I. **LIABILITY RELEASE** – In consideration of GTG allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT, and the parent or guardian thereof if a minor, do agree to hold harmless and release GTG, its owners, agents, employees, officers, members, premise owners, insurers, and affiliated organizations from legal liability due to GTG ordinary negligence; and I do further agree that except in the event of GTG gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against GTG and/or its associates, 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 GTG, to include while handling, or otherwise being near horses owned by or in the care, custody and control of GTG.

Pursuant to the Utah Equine Activity Liability Act, 78-27b-101, et seq., each horse handler who engages in equine activities expressly assumes the risk and legal responsibility for injury, loss, damage, or death to person or property.

All Participants and Parents or Legal Guardians must sign below after reading this entire document:

**SIGNER STATEMENT OF AWARENESS**

**I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent or Legal Guardian Signature (If age 17 or under):

\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_