

# RAPHA RESCUE RANCH & WELLNESS RETREAT

A SAFE HAVEN & SANCTUARY WHERE HURTING HEARTS CAN HEAL

## **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_\_, hereby acknowledge that I and/or my legal guardian on my behalf have voluntarily registered to participate in equine-assisted activities with RAPHA Rescue Ranch & Wellness Retreat.

I fully understand that equine-assisted activities, or even being near a horse, involves numerous dangers and risks of injury to me. I acknowledge that the assumption of all the risks involved is my responsibility and I completely release RAPHA Rescue Ranch & Wellness Retreat and its agents from all liability for any and all injuries caused by my participation in equine-assisted activities. **Please initial to show that you agree\_\_\_\_\_.** 

I fully understand that an animal (horse) irrespective of its training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright, and that even the most gentle horse, when provoked or frightened, may rear, buck, run away or otherwise act in an unpredictable and dangerous manner. In addition, weather such as thunder, hail, lightening, high wind or snow sliding off the roof, or sudden appearance of another animal, person or machine can cause a horse to rear, buck, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, I fully assume all of the risks involved and completely release RAPHA Rescue Ranch & Wellness Retreat and its agents from liability for any and all injuries to me from my participation in equine-assisted activities. **Please initial to show that you agree\_\_\_\_\_.** 

I fully understand that equine-assisted activities on any type of terrain can be dangerous to my horse and me and that this danger increases when moving fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while moving at a slower pace, my horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to me. I also fully understand that I may, at any time, lose control of and/or fall off my horse, or have a collision. I fully assume the responsibility for all of these dangers and risks, and completely release RAPHA Rescue Ranch & Wellness Retreat and its agents from all liability for any and all injuries to me from the dangers and risks as stated above. **Please initial to show that you agree\_\_\_\_\_.** 

I fully understand that animals (horses) and conditions are unpredictable and that the risk of injury or death is inherent to equine-assisted activities and/or being around horses. I fully assume the responsibility for the risk of injury or death caused by my contact with horses and equine-assisted activities. I completely release RAPHA Rescue Ranch & Wellness Retreat and its agents from any and all liability for any and all injuries or death to me caused by my contact with horses and my participation in equine-assisted activities. **Please initial to show that you agree\_\_\_\_\_.** 

I agree not to sue, claim against, attach the property of or prosecute RAPHA Rescue Ranch & Wellness Retreat, its officers, board members, affiliated organizations, agents, employees and/or its volunteers for any injury or death caused by or resulting from my participation in equine-assisted activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you agree\_\_\_\_\_** 



### C. LYNETTE LUNDY, ESMHL, CCHt, MCC





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## **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT pg. 2**

I agree to defend, indemnify and hold harmless RAPHA Rescue Ranch & Wellness Retreat and all of its officers, board members, affiliated organizations, agents, employees and volunteers for any injury or death caused by or resulting from my participation in equine-assisted activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you agree\_\_\_\_\_.** 

This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. **Please initial to show that you agree\_\_\_\_\_.** 

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this release of liability and indemnity agreement on behalf of myself and/or my legal This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. **Please initial to show that you agree\_\_\_\_\_.** 

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this release of liability and indemnity agreement on behalf of myself and/or my legal ward of my own free will. **Please initial to show that you agree\_\_\_\_.** 

#### THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ITS TERMS.

Participants under 18 years of age require the signature of a parent or legal guardian.

| Signature of Participant:              |        |           |
|--|--------|-----------|
| Signature of Parent or Legal Guardian: |        |           |
| Address:                               |        |           |
| City:                                  | State: | Zip code: |
| Phone:                                 |        |           |
| Date:                                  |        |           |

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