

## RELEASE OF LIABILITY AND WAIVER OF RESPONSIBILITY

Due to the inherent risks of equine activities and equine-related activities, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine related activities.

The undersigned hereby releases, waives responsibility, discharges and covenants not to sue Hooved Companion Project, its representatives, agents, directors, sponsors, or volunteers, jointly or individually, for any loss or claim as a result of personal injury or property damage which might arise from undersigned's participation in any program or activity directly or indirectly involving Hooved Companion Project whether or not upon premises then occupied by Hooved Companion Project.

At any time that Hooved Companion Project does not own the premises is occupies but premises are leased or donated, the owner(s) of said premises are incorporated herein and held harmless by the Release and Waiver.

This Release and Waiver includes, but is not limited to, heirs, assigns, personal representatives or others who might seek to claim loss or injury on behalf of the undersigned.

I ACKNOWLEDGE that mounted and unmounted equestrian activities, including but not limited to: working with a horse, grooming, feeding, caretaking riding a horse, driving or riding in a cart drawn by a horse, riding in a Hooved Companion Project vehicle, and other mounted and unmounted equestrian activities, AND ANY ACTIVITIES THAT INVOLVED BEING AROUND HORSES are INHERENTLY DANGEROUS ACTIVITIES, which involve a risk of injury. I ACKNOWLEDGE that I may sustain injuries. I EXPRESSLY ASSUME ALL KNOWN OR UNKNOWN RISKS involved in such activities and PARTICIPATE AT MY OWN RISK. \_\_\_\_\_(initial)

I ACKNOWLEDGE that due to the nature of equestrian activities, accidents can and do occur, even if the utmost care and safety is exercised. I hereby, EXPRESSLY WAIVE, RELEASE, AND FOREVER DISCHARGE Hooved Companion Project, its Board of Directors, Instructors, Therapists, Aides, Volunteers, Agents, Employees, Sponsors, and Affiliates, land owners, whosoever from ANY AND ALL LIABILITY, CLAIM, LOSS, DAMAGE, COST, OR EXPENSE arising from, or attributable in any legal way to, ANY NEGLIGENT ACT OR OMISSION on the part of any such person or organization.

I ACKNOWLEDGE that I have carefully read this waiver and release, and that I fully understand that it is a RELEASE OF LIABILITY. I, also, ACKNOWLEDGE that I am waiving any and all rights that I may have to bring a lawsuit in which I could assert a claim against Hooved Companion Project and all the other persons mentioned for any damages caused by the negligence of the aforementioned parties. I hereby consent to the terms of this waiver. (initial)

The undersigned acknowledges that Hooved Companion Project, its representatives, agents, directors, sponsors and volunteers have relied upon the foregoing to grant permission to enter the premises and participate in the programs, care and handling of the animals there sheltered. \_\_\_\_\_(initial)



If undersigned is determined to be in any way detrimental and/or uncooperative with the policies and procedures of Hooved Companion Project then in place for the safety and protection of the animals and other persons present, the undersigned may be denied further permission to participate in the activities and programs of Hooved Companion Project, wherever they may occur. Notwithstanding, the foregoing Release of Liability and Waiver of Responsibility shall remain in full force and effect. \_\_\_\_\_(initial)

Should Hooved Companion Project charge its name or relocate at any time, the foregoing shall remain in full force and effect. \_\_\_\_\_(initial)

I understand the risks, hazards, and dangers described above. I understand that these activities may require good physical condition and a degree of skill and knowledge. By my participation, I have represented that I possess the physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. \_\_\_\_\_(initial)

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY OR EVENT ASSOCIATED WITH, SPONSORED BY, ORGANIZED BY HOOVED COMPANION PROJECT WITH FULL UNDERSTANDING OF INHERENT RISKS, HAZARDS AND DANGERS INVOLVED. AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY, PARALYSIS, ILLNESS, DISEASE OR DEATH. \_\_\_\_\_\_(initial)

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS HOOVED COMPANION PROJECT, its directors, officers, agents, instructors, employees, members, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, illness, disease or death to me or my property as a result of my engaging in these activities or the use of animals or equipment, whether such damage, loss, injury, paralysis, illness, disease or death results from negligence of Hooved Companion Project or from some other cause. \_\_\_\_\_(initial)

I hereby acknowledge and assume the risk of participating in any and all horse related activities, including riding at HCP or in any and all locations where HCP activities take place. I hereby release HCP, its officers, staff members, volunteers, instructors, advisors and/or agents in any location where horse related activities are conducted or horses and/or property are used. I release them from responsibility for accidental physical injury, including death or illness and loss of personal property while at HCP. (initial)

I agree to remain fully liable and responsible for any such hospital, doctor, ambulance, dental or medical fees in the event of an injury to me as a result of my participation in any and all activities involving HCP. I understand that HCP **does NOT provide health, accident or liability insurance to participants\*.** \_\_\_\_\_(initial)



I acknowledge that there is a valid consideration to executing this release. The invalidity of any statement of waiver of rights above under local, state or federal law does not invalidate any other statement of waiver of rights above. \_\_\_\_\_(initial)

## PHOTO RELEASE

I \_\_ DO I \_\_ DO NOT

Consent to and authorize the use and reproduction by Hooved Companion Project of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, and exhibitions or for any other use for the benefit of HCP.

Signature:

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

(participant\* or parent/guardian if under 18)

I/WE, the undersigned, have read and understand the foregoing agreement, warnings and Release of Liability and Waiver of Responsibility. I/WE further understand and agree that I/WE are assuming all risk attendant to the handling, care, and/or riding of horses. I/WE attest that all facts conveyed to The Hooved Companion Project, either verbally or in writing, relating to physical condition, age and experience are correct and are being relied upon as such.

Volunteer Name (Please Print)	Signature	Date
Address	City/State	Zip
Home/Cell Phone	Alternate Phone	

I ACKNOWLEDGE that I have carefully read this waiver and release on behalf of my child or ward, and that I fully understand that it is a RELEASE OF LIABILITY. I ACKNOWLEDGE that I am waiving any and all rights that I have to bring a lawsuit in which I could assert a claim against Hooved Companion Project and all the other persons mentioned for any damages caused by the negligence of the aforementioned parties. Parents or guardians of \_\_\_\_\_\_

Visitors/Volunteers/Participants will reimburse Hooved Companion Project for defense costs and any judgment associated with any subsequent lawsuit. I hereby consent to the terms of this waiver and allow my child or ward to participate as a visitor/volunteer/participant in Hooved Companion Project.

Parent/Legal Guardian Signature (if visitor/volunteer/participant is under 18 years of age)



Father/Legal Guardian Signature		Phone (Day)	Phone (Evening)
Mother/Legal Guardian Sig	nature	Phone (Day)	Phone (Evening)
Emergency Contact 1	Relationship	Phone (Day)	Phone (Evening)
Emergency Contact 2	Relationship	Phone (Day)	Phone (Evening)