



Valley Therapeutic Equestrian Association

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Waiver, Release, Covenant Not to Sue, and Hold Harmless Agreement

I being under no restraint and of my own free will do agree to indemnify and save and hold harmless the instructors, employees, volunteers and all other persons connected with Valley Therapeutic Equestrian Association (VTEA) from and against any and all losses, claims, actions, or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries to persons, or any damage to property suffered or incurred during the preparation for horseback riding lessons, the lessons themselves, and any time spent at VTEA subsequent to the lessons, or arising directly or indirectly from my participation in any of the horse or pony related activities at VTEA.

By enrolling in the (***circle any appropriate***): Therapeutic Riding Program, Able Bodied Lessons, Recreational Therapeutic Equine Experience, Camp, Volunteer Work, Horse Owner's Personal Use, Haul In Riders, Employee I understand this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement extends to and applies to any personal injuries, damages or losses which I may experience or sustain while engaged in this activity. I promise and covenant for myself, my estate, executors, heirs, and assigns not to file a lawsuit or initiate any claim procedure in respect to any personal injuries, property damage, or losses I may experience or sustain arising directly or indirectly out of my participation. I acknowledge that I (am/am not) married and that my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Agreement.

I acknowledge that there are risks and dangers, both known and unknown, involved in participating in horseback riding and being and working around horses, and I know that unanticipated and unexpected dangers and hazards may occur during my participation in the riding program. "Inherent risk of an equine activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) hazards, including, but not limited to, surface or subsurface conditions; (d) a collision with another equine, another animal, a person, or an object; (e) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant. I freely assume all risks, hazards, dangers, and losses which may occur in connection with my participation in the horse related activities at VTEA.

I acknowledge the contagious nature of communicable diseases, including COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by attending or participating in any VTEA activities, and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by a communicable disease at VTEA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, and program participants and their families. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability and death) illness, damage, loss, claim, liability or expense, of any kind. I hereby release, covenant not to sue, discharge, and hold harmless VTEA, its employees, agents, and

representatives, of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of VTEA, its employees, agents, and representatives, whether a communicable disease occurs before, during, or after participation in any session.

In the event that emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of this agency, I authorize VTEA to secure and retain medical treatment and transportation if needed, and/or to release client records upon request to the authorized individual or agency involved in the medical emergency treatment. This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed "life saving" by the physician or emergency medical personnel.

Please fill in the following emergency information: (please print)

Personal Health Number: _____
Emergency Contact Name: _____ Relationship: _____ Phone: _____
Physician's Name: _____ Phone: _____

I acknowledge that I wish to participate in the riding program stated above offered through VTEA and that my participation is voluntary and of my own desire. I certify that the above facts of personal information are true and that I have read and understand the release.

I acknowledge photographs taken by VTEA may be used for marketing material, unless otherwise indicated here. No Photo _____ (*initial*).

IF PERMIT HOLDER IS UNDER 18 YEARS OLD AND/OR MENTALLY OR PHYSICALLY HANDICAPPED:

As the undersigned parents and natural guardians and/or legal guardian of the participant, I attest and verify that the Participant has my full consent to participate in this activity. I warrant that I am the parent/natural guardian or the duly appointed legal guardian and I have read and understand this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement.

I acknowledge the terms and conditions of this Agreement and agree to be legally bound by all the terms and conditions set forth above.

THE CONTENTS AND MEANING OF THIS AGREEMENT ARE CLEARLY UNDERSTOOD BY ME.

(PLEASE PRINT PARTICIPANT'S NAME)

(PLEASE PRINT-PARENT/GUARDIAN: if participant is under 18 yrs)

X _____
PARTICIPANT'S SIGNATURE:

X _____
SIGNATURE - PARENT/GUARDIAN - (if participant Under 18 yrs)

WITNESS

DATE: _____