

HORSES WITH A MISSION, INC.

A LICENCED SPIRITHORSE THERAPEUTIC RIDING CENTER

Release of Liability Form

This Release of Liability is made and entered into on this date _____ and for thereafter between Horses with a Mission, Inc., a licensed SpiritHorse Therapeutic Riding Center, and _____ (the participant); and, if the participant is a minor, their Parent or Legal Guardian _____

In return for the use, today and on future dates, of the property, facility and services of the Executive Director, the Participant, her heirs, assigns and legal representatives, hereby expressly agree to the following:

- 1.) It is the responsibility of the Participant to carry full and complete insurance coverage on his/her horse if he/she owns or leases one, personal property, and him/her self.
- 2.) Participant agrees to assume any and all risks involved in arising from participant's use of or presence upon Executive Director's property and facility including without limitation the risk of death, bodily injury, property damage, all kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency care, or the negligence or deliberate act of another person.
- 3.) Participant agrees to hold Executive Director and all its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them all from liability whatsoever and Agrees Not To Sue Them on account of, or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of the Participant's use of or presence upon Executive Director's property and facility, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Executive Director.
- 4.) Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and or effect is to provide that a general release shall not extend to claims, materials or otherwise which the person giving the release does not know or suspect exists at the time of executing this release.
- 5.) Participant agrees to indemnify and defend Executive Director against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of or presence upon the Executive Director's property or facility.
- 6.) Participant agrees to abide by all of the Executive Director's safety rules and regulations.
- 7.) If Participant is using her horse, the horse shall be free from infection, contagious or transmittable disease. Executive Director reserves the right to refuse horse if not in proper health, or is deemed dangerous or undesirable.