

## **Waiver of Liability & Hold Harmless Agreement**

- 1.) In consideration for participating in horse handling, horseback riding, and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Deborah Greene-Dellvon, Robert Dellvon, their residents, guests, barn caretakers, visitors, and assigns, including but not limited to Animal Guardians Horse Rescue, Inc. Members & Directors, Animal Guardians Horse Rescue, Inc. Foster Caregivers, Related Boarding Stable Managers, & Volunteers, DRCR Ranch Members & Instructors, Any/All Related Homeowners Association Board of Directors & Assigns, Guest Presenters & Trainers, and all other assigns associated with horse handling while under the care, custody, & control of Deborah Greene-Dellvon & Robert Dellvon (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY APPARENT NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted or in transportation to and said from premises.
- 2.) To the best of the Participant's knowledge, any and all horse handlers/riders, regardless of age/skill level, can fully participate in this activity safely and with adult supervision at all times. The Participant(s) is/are aware of risks/hazards connected with this activity, including but not limited to injury/ illness/death to human, COVID 19 exposure, property loss, property damage, injury/illness/death to animal, and the Participant(s) hereby elect(s) to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous. ANY AND ALL PARTICIPANTS VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the Participant, visitors, or assigns, or any loss or damage to property owned by the Participant, visitors, or assigns, as a result of being engaged in such an activity, WHETHER CAUSED BY KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, ORDINARY MISHAPS OR EXTRAORDINARY CIRCUMSTANCES.
- 3.) Participants further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY APPARENT NEGLIGENCE OF RELEASEES or otherwise.
- 4.) ANY AND ALL PARTICIPANTS UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY THAT MAY BE SUSTAINED.
- 5.) Any and all Participants further agree to become familiar with the rules & regulations of the facility, including but not limited to any equestrian facility or homeowners association, private barn, or stable wherein this equine is being handled/ridden, and will be familiar with the rules regarding handler's/rider's conduct, safe handling of horses, and the daily use of barn, equipment, and equine(s) herein, and not to violate said rules of any directive or instruction made by the person(s) in charge of said activity. Participants further assume the complete risk of any activity done in violation of any rule or directive or instruction.

- 6.) Participants also understand that they are strongly urged by RELEASEES to obtain adequate health and accident insurance to cover any personal injury to self and/or minor child under the age of 18, which may be sustained during the activity or the transportation to/from said activity. Any/all riders are strongly urged to wear/maintain a properly fitted and secured riding helmet which meets or exceeds the quality of standard of the SEI Certified ASTM Standard F 1163 while riding, driving, mounting, dismounting, or being near horses. This may reduce the severity of some of the wearer's head injuries and possible death occurring as the result of a fall or other instances of emergency. Participants understand that the RELEASEES will not provide a helmet for their use during this activity and they will be responsible to provide their own helmet for riding purposes. Participants understand and agree that any rider under the age of 18 MUST wear a safety helmet while riding at all times. Adult riders over the age of 18 may waive the right to wear a safety helmet for purposes of these activities by signing his/her initials here: \_\_\_\_\_
- 7.) Participants understand and agree to permission for this organization to publish & post photos and/or video clips of people working with our horses & attending our events on the Animal Guardians Horse Rescue, Inc. website, related facebook pages, twitter, flyers, and other social media forms for the purposes of adoption of our horses, promotion of our program, & educational outreach. Participants understand that personal contact information will not be published without explicit permission by the person(s) within the photographs/video clips. Participants agree to this clause by signing initials here: \_\_\_\_\_

IN SIGNING THIS RELEASE, ANY/ALL PARTICIPANTS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as their own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. Primary Participants certify the following: "I am at least 18 (eighteen) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration, fully intending to be bound by the same. I fully and thoroughly represent any participants under the age of 18 and myself, and take 100% (one hundred percent) personal, financial, and legal liability and responsibility for minor participants at all times while participating in this activity." (Adult Participant / Parent / Guardian Over 18 years old Initial Here: \_\_\_\_\_)

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Participant(s) Name in Print / Signature

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Parent/Guardian (If Participant is under 18 years old or a dependent on parent's insurance & tax for the period of the event).