

Michelle Akers Horse Rescue & Outreach, Inc
Volunteer Release/Waiver

Volunteer Release/Waiver

Name: _____

Date: _____

WAIVER OF CLAIMS AND LIABILITY RELEASE; CONTRACT FOR VOLUNTEER WORK FOR MICHELLE AKERS HORSE RESCUE, MANUAL LABOR, HORSEMANSHIP EVALUATION, HORSEMANSHIP INSTRUCTION, AND HORSE CARE .
PLEASE READ CAREFULLY. YOU ARE SIGNING A LEGALLY BINDING CONTRACT

By signing this contract:

I voluntarily agree to abandon any and all claims, causes of action, and demands, including court costs, and attorney's fees directly arising from any action, I may have against Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., prosecuted for my benefit and contrary to this document.

I voluntarily release Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., from any and all liability associated with provision of its evaluation services and any services ancillary thereto;

This WAIVER OF CLAIMS AND LIABILITY RELEASE; CONTRACT FOR VOLUNTEER WORK FOR MICHELLE AKERS HORSE RESCUE, including, LABOR, CHORES, WORK, ERRANDS, ETC., HORSEMANSHIP LESSONS, HORSEMANSHIP INSTRUCTION, HORSE TRAINING, AND HORSE CARE ("RELEASE") is voluntarily agreed and entered into by the undersigned in favor of Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., prior to and as an inducement for Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., giving me access to and permission to use its facilities, wherever those facilities may be located.

The term "horse" includes all equine species without regard to size. The terms "ride" and "riding" refer to all handling and care of equine species, whether mounted or not.

The term "RELEASED PARTIES" refers to Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., to do volunteer work, lessons, ride, etc in his arena or anywhere on or near the property of or any property associated with Michelle Akers Horse Rescue and Outreach, Inc. Specifically, "RELEASED PARTIES" include but are not limited to Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc.,

AGREEMENT NOT TO SUE. In consideration of and as an inducement to Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., to allow me to complete volunteer work on its facilities and take a horsemanship lessons, participate in a clinic, etc, I agree not to sue. I and my respective heirs, assigns, distributees, guardians, and legal representatives, will not make a claim against, sue, demand compensation or indemnity from, or attach any of the property or assets of any of the RELEASED PARTIES, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, destruction, or other harm of whatever nature, whether foreseen or unforeseen, and whether arising from the negligence of any of the RELEASED PARTIES or other

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persons or entities, or any other cause, that may be sustained or suffered by myself as a result of the handling, care or riding of horses, or the use of the RELEASED PARTIES' evaluation facilities.

I agree not to sue. _____(initial here)

This RELEASE is legally binding on my heirs, my estate, my assigns, my personal representatives, and me.

HORSES ARE DANGEROUS. Some of the reasons that horses are dangerous are that they are powerful, unpredictable and potentially uncontrollable animals of flight. All horses, even those that appear calm and docile, will buck, rear, bite, kick, or bolt uncontrollably, collide with an object, roll over, trip, flip over, all without warning, and without apparent cause. Horses may also buck, rear, bite, kick, bolt, or do other dangerous behavior in response to sound, wind, shadows, plastic, wood, motor vehicles, bicycles, baby carriages, dogs, movements of people, machinery, doors, other inanimate objects, or nothing at all. All of these reactions can cause serious injury, disability, death, or property damage. I am aware and understand that serious permanent bodily injury, disability, death, or property damage may result from the handling, care or riding of horses.

I am aware and understand that the handling, care and riding of horses is an inherently hazardous activity. I am participating in such activities with full knowledge of the dangers involved.

_____ (initial here)

I hereby accept and assume any and all risks of injury (including permanent bodily injury and disability), illness, disease or death arising from volunteer work, the handling, care or riding of horses associated with this horsemanship evaluation.

_____ (initial here)

Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., strongly recommends that each participant in volunteer work, horsemanship instruction, riding, or horse handling, should have a physical examination by a doctor before participating in horsemanship instruction. I do not have any ailments or impairments, physical or mental that could cause me to be adversely affected by participation in this activity.

_____ (initial here)

I also hereby accept all financial losses due to injury, death, damage, destruction, or loss of my property arising from the handling, care or riding of horses pursuant to this agreement. I agree that it is my responsibility to carry my own health and property insurance.

_____ (initial here)

Helmets and Hard-Soled Boots are Strongly Advised! I acknowledge that I have been strongly advised to wear protective head gear and hard-soled boots with a heel, and that it is my responsibility to wear these items at all times when participating in this horsemanship evaluation. I understand that wearing an SEI-or ASTM-approved safety helmet may reduce the severity of head injuries or possibly prevent death in a horse-related accident. I am fully aware of the dangers and risks involved in failure or refusal to wear appropriate safety equipment. If, during my participation in activities associated with this contract, I fail to wear protective headgear, boots, or other protective equipment, I assume all risk of injury and death resulting from my failure to wear such items. I fully release,

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Volunteer Release/Waiver

indemnify, and hold harmless all RELEASED PARTIES from all liability related to injury, damage, or loss resulting from my failure to wear protective gear.

_____ (initial here)

GUESTS and MINOR CHILDREN. I agree that any guests, minor children or visitors I bring to the RELEASED PARTIES' premises shall be my sole responsibility and shall be under my constant supervision. I agree to defend and indemnify RELEASED PARTIES against actions brought by my guests or minor children arising out of their presence on the premises of this horsemanship evaluation. Should my guests or minor children cause damage to any livestock or other property belonging to RELEASED PARTIES, I agree to indemnify RELEASED parties for same.

RELEASE. In consideration of and as an inducement to Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc., to allow me to use its facilities and volunteer, take this horsemanship lesson, clinic, etc., I hereby release and forever discharge the RELEASED PARTIES, and each of them, from all claims, actions, demands, rights, causes of action, and liabilities. I release the RELEASED PARTIES for all claims, whether in law or in equity, and whether arising from the negligence or deliberate act of any of the RELEASED PARTIES or other persons or entities, or any other cause. I release the RELEASED PARTIES for all claims based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by myself as a direct or indirect consequence of participation in the handling, care or riding of horses, or the use of the facilities at this horsemanship evaluation.

INDEMNITY AND HOLD HARMLESS. In consideration of and as an inducement to RELEASED PARTIES to allow me to use its facilities, I hereby agree to INDEMNIFY and HOLD HARMLESS the RELEASED PARTIES from any and all claims, actions, suits, procedures, costs, expenses, attorneys' fees, damages, and liabilities that may be brought against or incurred by the RELEASED PARTIES as a direct or indirect consequence of my participation in this horsemanship evaluation.

I HAVE READ THIS WAIVER OF CLAIMS AND LIABILITY RELEASE CAREFULLY AND I FULLY UNDERSTAND ALL OF ITS TERMS AND PROVISIONS. I am 18 years of age or older and am legally competent to enter into this agreement. No promise or inducement has been offered or made to me in connection with my execution and delivery of this agreement. I knowingly and voluntarily executed and delivered this agreement at my own risk and initiative and of my own free will. In signing this agreement I am not relying on any oral statement or representation of any of the RELEASED PARTIES.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS AGREEMENT MAY BE RAISED AS A DEFENSE AND BAR TO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS.

I further agree that this RELEASE is intended to be as broad and inclusive as permitted by law.

This RELEASE shall be interpreted under the laws of the State of _____. If one or more of its provisions are held to be unenforceable under applicable law, each such unenforceable provision shall be excluded from this RELEASE, the balance of this RELEASE shall be interpreted as if each such unenforceable provision were so excluded, and the balance of this RELEASE as so interpreted shall be enforceable in accordance with its terms.

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Volunteer Release/Waiver

This RELEASE shall survive the termination of any agreement or arrangement that I may have with Michelle Akers, Michelle Akers Horse Rescue & Outreach, Inc. or any agents of Michelle Akers Horse Rescue & Outreach, Inc..

Date: _____

By: _____
(Signature of Participant) (Print name of Participant)

By: _____
(Signature of Parent/Legal Guardian if under 18)

(Participant Phone) (address including zip)

_____(e-mail)

Emergency contact Name/number: _____

Health Insurance Company Contact: _____

Health Insurance Company and Policy No: _____

Please provide a copy of your insurance card (front and back) so we can keep it on file incase of emergency.

I do not have health insurance _____(initials)

I authorize medical treatment for myself in case of emergency, as considered necessary by an attending physician, including x-rays, anesthetic, medical, or surgical diagnosis. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage prompt effective medical care in the event of an emergency.

_____(initial here)

_____(parent/guardian initial here if under 18)

State any reasons why you do not want medical care given in an emergency:

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