

RESTORE RANCH

KRISTEN KINCER

(859)553-2948

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, hereby acknowledge that I and/or my legal guardian on my behalf have voluntarily registered to participate in equine-assisted activities with the Restore Ranch.

I fully understand that equine-assisted activities, or even being near a horse, involves numerous dangers and risks of injury to me. I acknowledge that the assumption of all the risks involved is my responsibility and I completely release Restore Ranch and its agents from all liability for any and all injuries caused by my participation in equine-assisted activities. **Please initial to show that you agree _____.**

I fully understand that an animal (horse) irrespective of its training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright, and that even the most gentle horse, when provoked or frightened, may rear, buck, run away or otherwise act in an unpredictable and dangerous manner. In addition, weather such as thunder, hail, lightning, high wind or snow sliding off the roof, or sudden appearance of another animal, person or machine can cause a horse to rear, buck, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, I fully assume all of the risks involved and completely release Restore Ranch and its agents from liability for any and all injuries to me from my participation in equine-assisted _____ activities.
Please initial to show that you agree _____.

I fully understand that equine-assisted activities on any type of terrain can be dangerous to my horse and me and that this danger increases when moving fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while moving at a slower pace, my horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to me. I also fully understand that I may, at any time, lose control of and/or fall off my horse, or have a collision. I fully assume the responsibility for all these dangers and risks, and completely release Restore Ranch and its agents from all liability for any and all injuries to me from the dangers and risks as stated _____ above.
Please initial to show that you agree _____.

I fully understand that animals (horses) and conditions are unpredictable and that the risk of injury or death is inherent to equine-assisted activities and/or being around horses. I fully assume the responsibility for the risk of injury or death caused by my contact with horses and equine-assisted activities. I completely release Restore Ranch and its agents from any and all liability for any and all injuries or death to me caused by my contact with horses and my participation in equine-assisted activities. **Please initial to show that you agree _____.**

I agree not to sue, claim against, attack the property of, or prosecute Restore Ranch, its officers, board members, affiliated organizations, agents, employees and/or its volunteers for any injury or death caused by or resulting from my participation in equine-assisted activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you agree**_____.

I agree to defend, indemnify and hold harmless Restore Ranch and all of its officers, board members, affiliated organizations, agents, employees and volunteers for any injury or death caused by or resulting from my participation in equine-assisted activities, whether or not such injury or death was caused by their negligence or from any other cause. **Please initial to show that you agree**_____.

This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. **Please initial to show that you agree**_____.

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this release of liability and indemnity agreement on behalf of myself and/or my legal ward of my own free will. **Please initial to show that you agree**_____.

CONFIDENTIALITY INFORMATION

1. Content obtained in the therapy sessions will be handled professionally and confidentially. This information will be used by your therapist and the horse professional for your therapeutic benefit. If for treatment purposes, we need information from another party, we will ask you to sign a Release of Information form.

2. Confidentiality is forfeited for any of the following:

- a. If you pose serious physical danger to yourself or another person
- b. If you disclose that you or another person has physically or sexually abused or molested a child or an incompetent or disabled person.
- c. If you disclose that a child and/or a incompetent or disabled person is suffering from neglect.
- d. Defense of claims brought by a client against the therapist and/or the horse professional of Restore Ranch.
- e. Reporting to relevant agencies such as court and insurance companies as may be ordered by the Court system or for their party payment
- f. If you disclose that you have committed a crime.

If any of the situations explained in items “a through f” applies, immediate action must be taken.

I have read and understand the Confidentiality Information above. **(initial)** _____

Cancelation notice: If you are unable to keep your appointment, kindly give us 24 hours’ notice so we can use this time to assist another client.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF

YOU DO NOT UNDERSTAND AND/OR AGREE WITH ITS TERMS.

Participants under 18 years of age require the signature of a parent or legal guardian.

Signature of Participant: _____

Signature of Parent or Legal Guardian if under 18 years of age:

Address: _____

City: _____ **State:** _____ **Zip code:** _____

Phone: _____

Date: _____

Emergency Contact Name: _____

Relationship to Participant: _____

Emergency Contact Phone: _____

Photography Release

Please sign one of the following options. Restore Ranch wants to protect the anonymity of our clients, but also wants our donors, sponsors, and supporters to see their donations and support at work. We want to give our clients the option to opt in or out of being in or partially in any photos that may be snapped during their session. If clients do not consent to be in photos in any capacity, please understand that we may still snap a photo of the session activity set up or the horse(s) during sessions, but will let the client know so they know we aren't taking a photo of them.

I give consent to allow Restore Ranch to take photos of activities during my session and give Restore Ranch consent to use any photos taken on the organization's website and/or Facebook page. I understand that I can ask to see any photos taken and request any I'm uncomfortable with to be deleted and/or not used on Restore Ranch's website and/or Facebook page. If agreeing;

Participant's Signature: _____

Participant's Parent or Legal Guardian Signature: _____
(If participant is under 18)

Date: _____

I give consent to allow Restore Ranch to take photos as long as they don't show any of my identifying features (ie. face, tattoos, etc.) of activities during my session and give Restore Ranch consent to use any photos taken on the organization's website and/or Facebook page. I understand that I can ask to see any photos taken and request any photos I'm uncomfortable with to be deleted and/or not used on Restore Ranch's website and/or Facebook page. If agreeing;

Participant's Signature: _____

Participant's Parent or Legal Guardian Signature: _____
(If participant is under 18)

Date: _____

I do **NOT** consent to give Restore Ranch permission to take any photos in which any part of me is in during my sessions. I understand I can ask to see any photos taken during my session and request any photos I'm uncomfortable with to be deleted and/or not used on Restore Ranch's website and/or Facebook page.

Participant's Signature: _____

Participant's Parent or Legal Guardian Signature: _____
(If participant is under 18)

Date: _____