

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Participant Name: _____ Age (If Minor): _____

Participant's Legal Guardian (if under 18): _____ Phone Number: _____

Minor Participant Phone Number (if applicable): _____

In consideration of participating in equestrian activities, animal assisted learning activities and or volunteering, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from any and all claims and/or negligence LOVE GROWS LOVE, Rise and Shine Farms and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that equestrian activities, animal assisted learning activities and volunteering involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis or serious injury as a result of falls while riding horses and or/being around horses; broken bones, bruises and other bodily injuries caused by contact with horses, such as being bitten by, kicked by or stepped on by horses; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activities.
2. I expressly accept and assume all of the risks inherent in these activities or that might have been caused by the negligence of the Releases'. My participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions/volunteering are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases' from any and all claims, demands, OR causes of action which are in any way connected with my participation in these activities, OR my use of their equipment OR facilities, arising from negligence. Should Releases' OR anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees, costs and unknown outcomes.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in these activities, or by signing this waiver I agree to bear all costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in these activities, or by signing this waiver I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in any of these activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

7. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that these activities might not be made available to me or that the cost to engage in these activities would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost, if there is a cost, in return for the execution of this release is a reasonable bargain.

Photography Release

8. I hereby grant permission to LOVE GROWS LOVE and its agents to use my image, likeness or depiction captured through audio, video, photo and digital camera recording and/or that of my minor child (if applicable) and to edit, crop or retouch such photographs and waive any right to inspect the final photographs. These may be posted on social media, shared with others or used in promotional flyers, banners and other forms of advertising for LOVE GROWS LOVE.

I, the undersigned, have read and understood this release, indemnification and hold harmless agreement and I agree to be bound by each and every one of the terms herein.

Print Name _____ Signature _____

Street Address _____

City _____ State _____ Zip _____

Date: _____

PARENT OR LEGAL GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (**PRINT** minor's name) being permitted to participate in LOVE GROWS LOVE activities, I further agree to indemnify and hold harmless Releases' from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. **I, the undersigned, have read and understood this release, indemnification and hold harmless agreement and I agree to be bound by each and every one of the terms herein.**

Print Parent or Legal Guardian Name _____

Signature of Parent or Legal Guardian _____

Date _____