RELEASE AND HOLD HARMLESS AGREEMENT

The equine assisted activities and therapy services that JoAnn Heffington, and/or the Fresno Hippotherapy representative is to provide, termed Equine Assisted Therapy/Hippotherapy and/or Equine Assisted Activities/Adaptive Riding/Equine Facilitated Learning, is for ________________, an adult (or minor with parental/guardian’s approval) individual with special needs, hereafter referred to as “participant.”

Instructors, volunteers, and the horses used in these services and activities are carefully selected and trained and safety equipment is required and used for every participant since horse related experiences are at-risk activities. No participant will be accepted for services with or by JoAnn Heffington, and/or anyone associated with Fresno Hippotherapy, until this, and all other forms for agreement and enrollment, have been READ, UNDERSTOOD, COMPLETED, AND SIGNED by the parent(s) or guardian(s) of a minor, or if the participant is of legal age and sound mind, by the participant.

Although participation in these services and activities are under strict supervision and every effort is made to avoid injury or accident, the undersigned acknowledges the inherent risks involved in riding and working around horses. This includes bodily injury from horseback riding or being in close proximity to horses. Among the risks, both horse and rider can be injured in normal service use or in competition and schooling. In order to provide these valuable activities and services to participants, and though every effort will be made to avoid accident or injury, NO LIABILITY can be accepted by JoAnn Heffington, and/or anyone associated with Fresno Hippotherapy, or agents, employees, representatives, family members and assigns, the property owners upon whose land the activities or services are conducted, or any of the organizations or persons connected with the above named individuals.

IN CONSIDERATION, for the privilege of riding and/or working around the horses, the undersigned, as self, jointly, or severally, do hereby agree to release, hold harmless and indemnify JoAnn Heffington, or agents, Fresno Hippotherapy, volunteers, employees, representatives, family members and assigns, from all manner of liability, loss, costs, claims, damages and damages of every kind and nature whatsoever, including but not limited to reasonable attorney fees, which the undersigned or said minor may now or in the future have against JoAnn Heffington, and/or anyone associated with Fresno Hippotherapy, or agents, volunteers, employees, representatives, family members and assigns, on account of any accident, damage, injury or illness, physical or mental condition, known or unknown, to the undersigned, or the treatment thereof, arising as a result of, or in any way connected to acts or incidents occurring at or relating to JoAnn Heffington, Fresno Hippotherapy, or agents, employees, volunteers, representatives, family members and assigns, including but not limited to their negligence or gross negligence in rendering the services described above or in anyway incidental thereto.

I hereby request and consent to service and/or participation for myself with JoAnn Heffington and with Fresno Hippotherapy that may include Equine Assisted Therapy/Hippotherapy and Equine Assisted Activities/Adaptive Riding/Equine Facilitated Learning and I have discussed this with my doctor/or I waive the opportunity to first discuss this with my doctor. I understand that no liability can be accepted by any of the organizations or persons named above, concerned with these horse related activities and therapies. By my signature below, and under penalty of perjury, I hereby declare that I am the lawful participant (or parent(s) or guardian(s) of a minor participant) who is of legal age and sound mind, and am authorized to thereby establish and accept in its entirety this release agreement.

TIME Frame for this agreement: __________________ to  ________________________

Printed Name of Minor Represented: ____________________________

PRINTED NAME of signee (& Relationship to Minor): ________________________________________________

Participant’s SIGNATURE (or parent(s) or guardian(s) of a minor participant) ________________________________________

Contact ADDRESS/Phone/Email: ________________________________________________________________