



Pegasus Springs Therapeutic Riding Center Liability Release Form & Emergency Treatment & Photo Authorization

(3 pages)

I agree to the following agreement with **PEGASUS SPRINGS THERAPEUTIC RIDING CENTER**, a Michigan nonprofit corporation (hereafter referred to as "Center") as a condition for allowing me, and the persons identified below, to enter the Center's premises and surrounding land, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and volunteers, and/or receive instruction or guidance in riding, grooming, or handling of horses (these activities will hereafter be referred to in this document as "The Activities").

PARTICIPANT IF 18 / OR PARENT/GUARDIAN

SPOUSE OR OTHER PARENT

HOME ADDRESS Street City State Zip code
PHONE(Home) (Business) (Cell/Other)

I also make this agreement on behalf of the following, who is/are my child/ren or court appointed legal ward(s):

1.) Age 2.) Age
Child's DOB: Child's DOB:

All parts of this agreement shall apply to me and shall also apply to the children/legal wards listed above. This Release is intended to be valid and binding at **all times – now and in the future** – when Center permits me (directly or indirectly) to engage in any or all of The Activities.

IT IS HEREBY AGREED AS FOLLOWS :

- 1. I have requested to engage in any or all of The Activities, now and/or in the future
- 2. **Risks.** I understand that anyone engaging in The Activities can suffer bodily and other injuries. Participation in The Activities involved certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. **I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on the Center to list all possible risks for me.**
- 3. **Waiver and Liability Release.** As consideration for Center allowing me to engage in The Activities at any time and at any location, I agree to assume full responsibility for any and all bodily injuries, losses, or damages that I may sustain. I, for my heirs, administrators, personal representatives, or assigns, release and discharge the PEGASUS SPRINGS THERAPEUTIC RIDING CENTER, Dennis or Barbara Clare, and their employees, assistants, directors, volunteers, land owners, and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
- 4. **ASTM/SEI Headgear.** PEGASUS SPRINGS THERAPEUTIC RIDING CENTER will provide me with an equestrian safety helmet that is ASTM-standard and SEI-certified for use when riding, handling, or near horses. I understand that neither PEGASUS SPRINGS THERAPEUTIC RIDING CENTER or its assistants or agents can guarantee the suitability of any helmet provided.
- 5. **Health and Disabilities.** I understand that Center recommends that I seek the advice of a physician, and many of The Activities pose special physical risks to the participant and even to the volunteer.



6. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Center and/or persons directly affiliated with Center. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Iosco County, Michigan..

7. **Indemnification.** I also agree to indemnify and hold harmless the PEGASUS SPRINGS THERAPEUTIC RIDING CENTER, Pegasus Farm, Dennis or Barbara Clare, and persons or entities working on behalf of or affiliated with the Center against all damages which are sustained or suffered by any third persons. The indemnification shall include reimbursement of Center's attorney fees.

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

I want Center to be aware of the following physical conditions I have that may affect my ability to handle, ride, and/or be near an equine:

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST CENTER OR PERSONS OR ENTITIES WORKING ON BEHALF OF OR AFFILIATED WITH CENTER ON THE BASIS OF ANY EXCEPTION IN THAT LAW.

SIGNATURE OF RIDER (18 yrs & older) _____ DATE _____

SIGNATURE OF PARENT or GUARDIAN _____ DATE _____



Photo & Emergency Treatment Release

Participant: _____ Date of birth: _____

Parent/Guardian: _____

Address _____

Street

City

State

ZIP

Parent/Guardian's Employer: _____

Primary Email: _____ Other Email: _____

Correspondence will be by Email. Do you prefer we contact you by phone instead?

NO, email works fine for me

YES, contact me via ph# below.

Primary Phone: _____ (who?) _____ Other Phone: _____ (who?) _____

PHOTO RELEASE (Please check one)

I DO or I DO NOT Consent to and authorize the use and reproduction by PEGASUS SPRINGS THERAPEUTIC RIDING CENTER of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibits, social media or for any other use for benefit of the program.

EMERGENCY TREATMENT RELEASE

Physician's name: _____ Office Telephone: _____

Physician's address: _____

Health insurance provider: _____ Policy #: _____

Preferred medical facility: _____

Emergency contact (other than parent/guardian): Name: _____

Relationship: _____ Phone(primary) _____ (other) _____

LIST ANY ALLERGIES: _____

DESCRIBE ANY MEDICAL CONDITIONS REQUIRING PRECAUTIONS/TREATMENT & ANY MEDICATIONS WITH DOSAGE:

I GIVE MY CONSENT: In case of a medical emergency, the undersigned authorizes Pegasus Springs Therapeutic Riding Center to provide such medical assistance as they determine to be necessary. The undersigned authorizes any licensed physician and/or medical facility to provide medical surgical care and/or hospitalization for the participant, including anesthetic, which they determine to be necessary or advisable, pending receipt of a specific consent from the undersigned.

OR

I DO NOT GIVE MY CONSENT for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place: _____

No participant can be accepted for riding instruction until this form has been completed and signed. If the participant is of legal age (18), he or she may complete the form if he/she is legally competent to do so. Riding instruction will be under strict supervision, and although every effort will be made to avoid any accident, NO LIABILITY can be accepted by any of the organizations concerned including Pegasus Springs Therapeutic Riding Center.

SIGNATURE: _____ DATE: _____

(Participant if legally able or parent/guardian)

