



Participant Liability Release Form

Note: A participant is defined as any person present for observing, visiting, volunteering, assisting and or participating as a student in Hoofprints activities. A participant includes but is not limited to the following: students, volunteers, visitors, parents, siblings, guardians, workers, family members, staff of participating organizations.

I am amenable to the following agreement with Hoofprints, Equine & Animal Assisted Activities, an Iowa nonprofit corporation (hereafter referred to as "Corporation") as a condition for allowing me, and the persons identified below, to enter the premises and surrounding land, be near program animals, participate in equine & animal-assisted activities, work near and/or with horses and other program animals, handle horses and other program animals, use equipment, work with staff and volunteers, and/or receive instruction or guidance in riding, driving, grooming, or handling of horses and activities with other program animals (these activities will hereafter be referred to in this document as "The Activities.")

Participant Name: _____

Guardian of minor participant _____

Other guardian of minor participant _____

Spouse of participant (if applicable) _____

Home Address _____

Street

City

State

Zip Code

Phone (Primary) _____ (Work) _____ (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: _____ Child's DOB: _____

2. _____ Age: _____ 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 Corporation permits me (directly or indirectly) to engage in any or all of The Activities.

IT IS HEREBY AGREED AS FOLLOWS:

I have requested to engage in any or all of The Activities, now and/or in the future.

1.

I have read and completed this page in its entirety _____ (Initial)



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Risks:

I understand that anyone engaging in The Activities can suffer bodily and other injuries. Participation in The Activities involve certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the absolute 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 Corporation to list all possible risks for me.

Waiver and Liability Release:

As consideration for Corporation 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 Hoofprints, Equine & Animal Assisted Activities and their agents, staff, 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.)

WARNING: UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by, but not limited to; bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

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 Chapter 673 Domesticated Animal Activities. By signing this release, I agree not to bring any claim or suit against Corporation or persons or entities working on behalf of or affiliated with Corporation on the basis of any exception in that law.

Indemnification. I also agree to indemnify and hold harmless Hoofprints, Equine & Animal Assisted Activities and persons or entities working on behalf of or affiliated with the Corporation against all damages which are sustained or suffered by any third parties. The indemnification shall include reimbursement of Corporation's attorney fees.

2.

I have read and completed this page in its entirety _____(Initial)



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ASTM/SEI Headgear. Hoofprints, Equine & Animal Assisted Activities 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 The Corporation or its assistants or agents can guarantee the suitability of any helmet provided.

Health and Disabilities. I understand that Corporation always 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.

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 Corporation and/or persons directly affiliated with Corporation. 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 Johnson County, Iowa.

Signature of contracting party _____ Date _____

Signature of contracting party _____ Date _____

Media Release

Hoofprints Equine & Animal Assisted Activities Media Release

Name of Participant _____

The undersigned hereby grants to Hoofprints Equine & Animal Assisted Activities permission to take, or have taken, still and moving photographs, films and videos of the above named Participant. Signing this form also indicates your consent and authorization for Hoofprints, its advertising agencies, news media, and any other authorized individuals or organizations, to use and reproduce the photographs, films and videos and to circulate these images in select media, including, but not limited to: newspaper, websites, social media, television media, brochures, pamphlets, instructional materials, books, and clinical materials.

☐ I give consent

☐ I **do not** give consent

Signature _____ Date _____

Signature of participant or guardian (if volunteer is a minor)