



Wild Hearts Equine Therapeutic Center, Inc.
and
Hoppin' Horse Farm, LLC



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT
PLEASE READ CAREFULLY BEFORE SIGNING

WARNING

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR 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 EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

This Release and Waiver of Liability and Indemnity Agreement, (hereinafter referred to as "AGREEMENT"), dated this ____ day of _____, 20____, by and between Wild Hearts Equine Therapeutic Center, Inc., a South Carolina nonprofit corporation (hereinafter referred to as "WILD HEARTS"), and _____, ("hereinafter referred to as "PARTICIPANT").

FOR AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN EQUINE ACTIVITIES, PARTICIPANT HEREBY AGREES:

The following Agreement shall apply to Participant's involvement in any activities, including but not limited to, riding and handling horses either mounted or from the ground, providing or assisting in the provision of care to any equine species, and participating in equine events (hereinafter "EQUINE ACTIVITIES") with Wild Hearts.

EQUINE ACTIVITY RISKS: The Participant understands and agrees that there are NUMEROUS INHERENT DANGERS AND CONDITIONS that are an integral part of Equine Activities. These inherent dangers and conditions include, but are not limited to:

- (a) *the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around the equine*
- (b) *the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal;*
- (c) *bucking, running, biting, kicking, or rolling by the equine;*
- (d) *certain hazards such as surface and subsurface conditions;*
- (e) *collisions with other equines or objects; and*
- (f) *the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, as failing to maintain control over the animal or not acting within the participant's ability.*



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WAIVE, DISCHARGE AND COVENANT NOT TO SUE, AND RELEASE: Participant hereby waives, discharges and covenants not to sue, and releases Wild Hearts and its directors, officers, agents, employees, independent contractors, volunteers, assigns, affiliated organizations or persons, sponsors, owners, lessors, and lessees of premises used to conduct Equine Activities, and others acting on its behalf (hereinafter referred to as "Releasees") from all known and unknown liability to the Participant, Participant's personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Participant, whether caused by the negligence of the Releasees or otherwise while the Participant is involved or participating in Equine Activities with Wild Hearts. This Agreement applies to all claims, whether in equity or at law, and includes without limitation, alleged breach of contract or negligence by the Releasees, to the fullest extent permitted by the law.

ASSUMPTION OF FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE: Participant assumes full responsibility for and risk of bodily injury, death, or property damage which may be incurred from or connected in any manner with Equine Activities due to the negligence of Releasees or otherwise.

INDEMNIFY AND SAVE AND HOLD HARMLESS: Participant hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) that Releasees may incur due to the Participant's involvement in Equine Activities, whether caused by the negligence of the Releasees or otherwise.

OTHER: This Agreement shall be interpreted according to the laws of South Carolina. If any clause, phrase, or word of this Agreement is in conflict with state law, that single part is null and void and will not otherwise affect the remaining provisions of this Agreement which will continue to be enforceable. This Agreement shall be effective for the duration of the Participant's involvement in Equine Activities with Wild Hearts.

SIGNATURE: Participant has read and voluntarily signs this Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

I have read, understand, and agree to all the provisions herein.

Participant Signature

Date

Participant Printed Name



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EMERGENCY INFORMATION & CONSENT

Participant's Name: _____ Age: _____

Address: _____

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Email: _____

Allergies (list): _____

Serious medical conditions (list): _____

Emergency Contact #1: _____ Relationship to Participant: _____

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Emergency Contact #2: _____ Relationship to Participant: _____

Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Consent to Medical Treatment: In case of a medical emergency occurring, I, _____, hereby authorize the representative of Wild Hearts Equine Therapeutic Center, Inc. to secure whatever medical treatment is necessary on my behalf.

This consent includes first aid and transportation to/from health care providers.

I agree that should emergency medical treatment be required, I agree to pay all such expenses incurred.

Accident/Medical insurance carrier is: _____

Policy/Group/Member ID #: _____

Policy Holder Name: _____

Participant Signature: _____ **Date:** _____



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Image Release (Optional)

In consideration of participation in the Wild Hearts Equine Therapeutic Center, Inc. program, the undersigned agrees that their likeness may be photographed or videotaped and that such image may be published in an outlet used to promote or publicize the program.

Participant Signature

Date

Participant Printed Name



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PARTICIPANT SAFETY AGREEMENT

WARNING

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR 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 EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

This Participant Safety Policy Agreement, (hereinafter referred to as "AGREEMENT"), dated this ____ day of _____, 20____, by and between Wild Hearts Equine Therapeutic Center, Inc., a South Carolina nonprofit corporation (hereinafter referred to as "WILD HEARTS"), and _____, ("hereinafter referred to as "PARTICIPANT").

FOR AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE WITH WILD HEARTS, PARTICIPANT HEREBY AGREES:

Wild Hearts seeks to take every precaution necessary to ensure the safety of its Participants and horses. Wild Hearts regularly inspects the premises and facilities to ensure that all conditions are reasonably safe for the Participant's intended purpose, usage, and presence on the Wild Hearts' premises. The following safety rules and guidelines have been implemented and every Participant is required to follow each policy, at all times, while participating in any activity with Wild Hearts.

By initialing beside each paragraph, Participant agrees that he/she has read, understands, and agrees to follow each policy.

I. SAFETY POLICIES

- A. **NATURE OF WILD HEARTS EQUINE THERAPEUTIC CENTER'S HORSES:** While participating in activities with Wild Hearts, Participant will either ride/handle his/her own horse, or therapy horses provided by Wild Hearts. Wild Hearts chooses its horses for their calm dispositions, sound basic training as is required for use for all student participants, and Wild Hearts follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with another larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger. *Participant understands that the impact from a fall from a horse may result in injury to the Participant.*

Initial: _____



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- B. **PARTICIPANT RESPONSIBILITY:** Upon mounting a horse and taking up the reins, the Participant is in primary control of the horse. The Participant's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. *Participant agrees to follow all rules and guidelines set out by Wild Hearts.* Initial: _____

- C. **PREGNANCY:** If you are pregnant, or think you may be pregnant, you will not be allowed to ride a horse with Wild Hearts, without written permission from a physician. *Participant understands and agrees that it is her responsibility to inform Wild Hearts should she become pregnant and Participant further understands and agrees that she will not be allowed to ride the horses at Wild Hearts throughout the duration of her pregnancy.* Initial: _____

- D. **SADDLE GIRTH/NATURAL LOOSENING:** Saddle girths (saddle fasteners around horse's belly) may loosen during ride and cause Participant to fall from the horse. *If a Participant notices any loosening of the saddle girths, he/she agrees to alert the riding instructor immediately so action can be taken to avoid slippage of saddle and a potential fall from the horse.* Initial: _____

- E. **SEI CERTIFIED ASTM HELMET:** Participants agrees to purchase protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. Such protective headgear shall be worn, at all times, by the Participant while riding and/or mounted on a horse. *Participant understands and agrees that he/she will not be allowed to ride until they have purchased a helmet that meets the SEI Certified ASTM standard and is approved by the Wild Hearts staff. Participant understands and agrees that, should Participant fails to bring an approved helmet, their lesson will be canceled for that day.* Initial: _____

II. ADHERENCE TO SAFETY RULES AND GUIDELINES

All Participants are required, at all times, to adhere to all safety rules and guidelines for participation in any program with Wild Hearts and failure to do so may result in a loss of privileges to further participate with Wild Hearts.

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to each of the rules and guidelines, and I have read, understand, and agree to each rule and guideline in this Agreement.

Participant Signature

Date

Participant Printed Name