

POSITIVE ROOTS

EQUINE BEHAVIOR & TRAINING



POSITIVE ROOTS EQUINE VOLUNTARY RELEASE ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____, HEREBY
ACKNOWLEDGE that I have voluntarily applied to participate in instruction and training in the starting, training, selection, care, handling and riding of horses with POSITIVE ROOTS EQUINE. I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE INHERENTLY DANGEROUS AND HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

IN CONSIDERATION for being permitted to participate in said instruction and training:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Nicola Nodland, individually and doing business as Positive Roots Equine, each and every agent, employee or rider thereof, and each and every agent, employee or rider of Sonador Horse Farm, all for the purposes herein referred to as "Releasees", from all liability to myself, my legal representative, distributees, guardians, assigns, heirs, and next of kin, all for purposes herein referred to as "Releasers", for injury, death, or damage resulting from my participation in said instruction and training as a result of the negligence of Releasees, or any employee, servant, agent, or contractor of Releasees. I FURTHER RELEASE AND DISCHARGE Releasees from all liability to Releasers for injury, death or damage resulting from my participation in said instruction and training as a result of the negligence of any other party or parties in attendance. In addition, I HEREBY RELEASE AND DISCHARGE Releasees from all actions, claims or



demands Releasors now have or may hereafter have for injury, death, or damage resulting from my participation in such activities.

2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Releasees and each of them, from any loss, liability, damage, or cost they, or any of them, may incur due to my participation in said instruction and training.

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees, or any of them, or of any employee, servant, agent, or contractor of Releasees resulting from my participation in said instruction or training.

4. I EXPRESSLY acknowledge that activities involving horses involve INHERENT RISKS which mean that there are dangers or conditions which are an integral part of horse activities and include, among other things, the propensity of a horse to behave in ways that may result in injury, harm or death to persons on or about them; and the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals.

5. I GRANT PERMISSION TO TAKE AND USE PHOTOGRAPHIC AND VIDEO CONTENT of me and/or my equine(s), and release Releasees from any compensation or damages in use of photographs and/or videos for dissemination via social media, website, or print.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND POSITIVE ROOTS EQUINE/NICOLA NODLAND AND I SIGN IT OF MY OWN FREE WILL and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant ("Releasor") _____

Guardian for Minor _____

Date _____

