

Horse Garden Churan. Waiver of Liability and Indemnity

I, _____, recognize that it is a privilege to volunteer at Horse Garden Churan and to work with the rescued animals on this farm. I understand that it is my responsibility to treat all animals and people with respect. I will abide by the rules set by Horse Garden Churan and understand it is their responsibility to make the best decisions for the animals, other volunteers and community as a whole; Horse Garden Churan may respectfully release me from my volunteer responsibilities and I acknowledge this with full understanding. Rules set by Horse Garden Churan may include/but are not limited to the dress code, volunteer working hours, visitor hours, and horse and other animal interaction limitations.

In consideration of being permitted to volunteer, visit the Horse Garden Churan horses, petting zoo, or participate in any Horse Garden Churan activity, including entering onto the property of or into any part of the facility for any purpose, but not limited to observation, use of facility, or equipment, or participation in any way, including being transported to or from any Horse Garden Churan activity, the undersigned hereby acknowledges, agrees and represents that he/she has, or immediately upon entering, will adhere to the Horse Garden Churan rules and expectations. It is further warranted that such entry onto Horse Garden Churan for observation, participation or use of their facility or equipment, constitutes an acknowledgment that such premises, activities, and the facility and equipment thereon have been inspected and that the undersigned finds and accepts them as being safe and reasonably suited for the purposes of such observation, use, or participation.

In further consideration of being permitted to attend any Horse Garden Churan activity or enter onto Horse Garden Churan property for any purpose including, but not limited to, observation, use of facility or equipment, or participation in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges, and covenants not to sue the Horse Garden Churan or any subsidiaries, employees, agents, or other volunteers (hereinafter referred to as 'releasees') from all liability to the undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in, upon, or about the premises or any facilities therein, or involved in any activity carried out by the releasees. The undersigned hereby assumes full responsibility for risk of bodily injury, death, or property damage due to the negligence of releasees or otherwise, while involved in any activity they are involved in, about or upon the premises of the farm, and/or while using the premises or the facility, or equipment hereon, including transportation to or from an activity. The undersigned grants Horse Garden Churan permission to use their likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web based publications, without payment or other consideration. The undersigned agrees that all photos will become the property of Horse Garden Churan and will not be returned. The undersigned irrevocably authorizes Horse Garden Churan to edit, alter, copy, exhibit, publish, or distribute these photos or footage for any lawful purpose. In addition, they waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, they waive any right to royalties or other compensation arising or related to the use of the photo. The undersigned hereby holds harmless, release, and forever discharge Churan Horse Garden from all claims, demands, and causes of action which the undersigned, their heirs, representatives, executors, administrators, or any other persons acting on their behalf or on behalf of their estate have or may have by reason of this authorization.

The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the local law and that if

any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees no oral representations, statements or inducement apart from the foregoing written agreement have been made.

The undersigned understands that the above release and waiver of liability and indemnity agreement applies to any minor under custodial care whose name(s) is(are) listed below. The undersigned further gives permission for any child listed below to be transported to and from any activity.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT HORSE GARDEN CHURAN, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OR ACCIDENT.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with animals, including but not limited to:

Bites, kicks, abrasions or contusions from horses or other animals, or other injury from stalls or enclosures. Scratches or other injury from grooming tools or farm equipment. Allergic reactions to animals, hay, or other allergens. Tripping in holes or on materials or equipment. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

Should a practicing doctor deem it necessary, in case of illness or injury, Horse Garden Churan (or its subsidiaries), or any of its staff, has full consent of the undersigned to give consent for all medical treatment, including surgery for the undersigned or for any minor listed below.

- Applicant Name (Printed) _____ Applicant
Signature _____ Date _____
 - For minors, *also* give: Parent Name _____ Parent
Signature _____ Date _____