

## The Equine Healing Collaborative Release of Liability

In exchange for participation in the activity of Mindful Equine Assisted Psychotherapy organized by The Equine Healing Collaborative LLC and/or use of the property Vista Nadura (8767 Carmel Valley Road, Carmel, CA 93923), Flying Pig Ranch (10101 Equestrian Place, Salinas, CA 93907) and Divine Equine Therapy (505 Alfadel Lane, Soquel, CA 95073) all animals and staff of The Equine Healing Collaborative, services of The Equine Healing Collaborative LLC, I agree for myself and if applicable, for the members of my family to the following:

**Agreement to follow directions**. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Equine Healing Collaborative staff, agents, and/or volunteers.

**Assumption of the risks and release**. I recognize that there are inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Equine Healing Collaborative LLC, Vista Nadura, Divine Equine Therapy, Flying Pig Ranch and its owners and operators, loss or damage arising out of my or my family's use or presence upon the facilities used by The Equine Healing Collaborative LLC, whether caused by fault of myself, my family, the Equine Healing Collaborative LLC or any of The Equine Healing Collaborative's horses.

**Indemnification**. I agree to indemnify and defend The Equine Healing Collaborative LLC, Vista Nadura, Flying Pig Ranch and Divine Equine Therapy against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which many in any way arise from my or my family's use of or presence upon the facilities of The Equine Healing Collaborative LLC, Vista Nadura, Divine Equine Therapy.

**Fees**. I agree to pay for all damages to the facilities of The Equine Healing Collaborative LLC, Vista Nadura, Divine Equine Therapy, Flying Pig Ranch property caused by any negligent, reckless, or willful actions by me or my family.

Consen	nt. I, (name),	(child's
name), o	consent to the participation of myself and/or child in the activity of Mindful Equine Ass	isted Psychotherapy
and/or Course on Empathy, and agree, on behalf of the minor to all of the terms and condition of this agreement. By		
signing this Release of Liability, I represent that I have legal authority over and custody of		
	(child's name).	

**Medical Authorization**. In the event of an injury to participant and/or above minor during the above described activities, I give my permission to The Equine Healing Collaborative LLC, or employees, volunteers, or other representative to arrange for all necessary medical treatment for which I will be financially responsible. This temporary authority will begin on \_\_\_\_\_\_ (today's date) and will remain in effect during the duration of my presence in The Equine Healing Collaborative's program. The Equine Healing Collaborative LLC shall have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of me or my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;

- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

**Applicable Law**. Any legal or equitable claim that may arise from participation in the above shall be resolved under California Law.

**No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I should so desire.

**Arbitration**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Relationship:
Date:
Phone Number: