



## Volunteer/ Employee Information and Release Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Employer/ School: \_\_\_\_\_

Parent/ Legal Guardian Name, Address, Phone Number:

How did you hear about our program? \_\_\_\_\_

### Health and Background Information:

Allergies: \_\_\_\_\_ Medications: \_\_\_\_\_

Have you ever been charged with or convicted of a crime? Y \_\_\_\_ N \_\_\_\_

If yes, please explain: \_\_\_\_\_

### In Case of Emergency:

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

### Medical Release:

In the event emergency medical aid/treatment is required due to illness or injury while present on the property of Whispering Manes, **(check one)** [ ☐ I authorize] [ ☐ I do not authorize] Whispering Manes Therapeutic Riding Center to secure transportation and medical treatment including x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital service rendered under the general or specific instructions of any physician or hospital. The undersigned hereby agrees to pay all fees and expenses of doctors, hospitals, ambulances and other medical expenses reasonably and necessarily incurred.

### Photo Release:

**(Check one)** [ ☐ I consent to and authorize] [ ☐ I do not consent to nor authorize] the use and reproduction by Whispering Manes of any and all photographs and any other audio visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

### Confidentiality Agreement:

I understand that all information (written and verbal) about participants at WMTRC is confidential and will not be shared with anyone without the written consent of the participant or their parent or guardian in the case of a minor.

I understand that the information provided above is accurate to the best of my knowledge. I know of no reason why I should not participate in this center's program.

I HAVE READ AND MADE A SELECTION FOR EMERGENCY MEDICAL AND PHOTO CONSENT.

I AGREE to CONFIDENTIALITY AS INDICATED ABOVE:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

IF YOU ARE UNDER 18 YEARS OF AGE, YOUR PARENT OR GUARDIAN MUST SIGN THIS FORM BEFORE YOU RIDE OR WORK AROUND HORSES.



## **Equine Release and Waiver of Liability,** **Assumption of Risk and Indemnification Agreement**

By signing this Equine Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement"), I represent that I have read this Agreement and that I fully understand the Agreement. "Equine" means a horse, mini horse, pony, mule, donkey, or hinny and "Equine Activities" shall include, but are not limited to, riding, assisting in care, or interacting with Equine, either on or off of the Whispering Manes Therapeutic Riding Center premises. These Equine Activities involve the risk of serious bodily injury, including but not limited to permanent disability, paralysis and even death. I represent that I am, or the person I am the legal guardian of is in good health and proper physical condition to participate in these Equine Activities. I understand the nature and risk of participating in these Equine Activities. I understand that this Release is intended to include all activities whether on or off the Equine.

In consideration of my or my child's/legal ward's participation and/or assistance and/or volunteering in any Equine Activities involving Whispering Manes Therapeutic Riding Center ("Whispering Manes"), I ("Participant" or "Volunteer"), on my own behalf, or through a legal guardian, agree and consent to the following:

### **RELEASE AND WAIVER OF LIABILITY**

I do hereby release Whispering Manes Therapeutic Riding Center and its employees, officers, directors, volunteers and agents (collectively "WMTRC") and all sponsors, partners, agents, subcontractors, donors, (and their officers, directors, and any others acting on their behalf) ("Released Parties"), from any and all damages, losses, liabilities, claims, including any claim of personal injury, death, or injury to, or any loss of personal property ("Claims"), (i) sustained by me or my child while participating in the Equine Activities or (ii) for Whispering Manes' provision or failing to provide Participant or Volunteer with any ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or (iii) for any design, maintenance or repair of any facility or anything or any other act caused by WMTRC or otherwise, while I am in or upon said Whispering Manes' premises or while participating in any Equine Activities. All personal property kept, placed or left on or about the Whispering Manes' premises shall be at my sole risk as to loss, theft, injury or damage and WMTRC shall have no responsibility for such loss, theft, or damage to any such personal property.

### **ASSUMPTION OF RISK**

I hereby acknowledge and agree that horses, mini horses, ponies, Equine, riding, hacking, cantering, galloping, obstacle courses, and/or any other equine activities, including but not limited to riding, assisting in care, or interacting with Equine, either on or off of the Whispering Manes Therapeutic Riding Center premises. ("Equine Activities") are dangerous and involve risk of serious injury and/or death and/or property damage or loss and that the Equine Activities are extremely dangerous and ultra-hazardous. I consciously and voluntarily assume all such risks, dangers and hazards inherent in these Equine Activities and assume the same risks for any invitees, guests, including minor children or legal wards who participate and/or volunteer in such Equine Activities wherever located.

I understand that I have given up substantial rights by signing this Agreement and have signed it freely and without any inducement or assurance of any nature. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law which includes the release of liability of WMTRC and Released Parties. I further agree that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

### **INDEMNIFY AND HOLD HARMLESS**

I hereby agree to indemnify, defend and hold harmless WMTRC, and any Released Parties for any Claims related to any liability relating to personal injury or injury to real or personal property of any kind arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the undersigned while at Whispering Manes' premises or while a Participant or Volunteer is involved with any Equine Activities, wherever located.

### **DAMAGES**

I agree to be responsible for all damages caused by me, my animals, invited minor children or anyone with me while on the Whispering Manes' premises, property or grounds or while participating and/or volunteering in any Equine Activities.

### **COST OF ENFORCEMENT**

I agree to be liable for all WMTRC persons and any Released Parties for reasonable attorneys' fees and other costs resulting from my breach of any provision of this Release and Waiver.

### **CHOICE OF LAW AND VENUE**

I agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. By signing this Agreement, I agree to be exclusive jurisdiction of the courts of the State of Florida and that the only venue for any legal proceedings shall be Miami, Florida.

### **WARNING**

**CAUTION: HORSEBACK RIDING CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.**

**Under Florida Law, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant or a volunteer in equine activities resulting from the inherent risks of equine activities.**

**FLORIDA STATE STATUTE 773.04**

If the below Participant or Volunteer is a minor or legal ward, then a LEGAL GUARDIAN MUST sign below on behalf of the minor/legal ward. NOTE: No minor/legal ward will be allowed to participate or volunteer in the Activities unless accompanied by an adult.

Date: \_\_\_\_\_

Participant/Volunteer Signature: \_\_\_\_\_

Printed Participant/Volunteer Name: \_\_\_\_\_

Date of Birth of Participant/Volunteer: \_\_\_\_\_

If applicable, Legal Guardian Signature: \_\_\_\_\_

Printed Legal Guardian Name: \_\_\_\_\_