

*The Swan Center for Intuitive Living, Inc.*

&

*Swan Center Outreach, Inc.*

**Liability Release Form 31717MR**

Serious injury may result in your visit to *The Swan Center for Intuitive Living, Inc. (SCIL)* or *Swan Center Outreach, Inc. (SCO)* or your participation in this activity. This is a legal document affecting your right to claim damages for injury to yourself.

**PLEASE READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In consideration of being permitted to volunteer, observe, work for, ride, or participate in workshops, seminars, or in any way, with *SCIL* or *SCO* or being permitted to enter for any purpose any **restricted area** (defined as any area requiring special training, authorization, credentials, or permission to enter, or any area containing horses or other livestock, or to which admission by the general public is restricted or prohibited).

**PLEASE WRITE LEGIBLY**

DATE OF EVENT \_\_\_\_\_ [ ] For Today Only [ ] For Today, and Ongoing Dates

NAME OF VISITOR/VOLUNTEER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_

EMAIL \_\_\_\_\_

FULL NAMES OF ADDITIONAL FAMILY MEMBERS THAT ARE VISITING *SCIL* or *SCO*

\_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this agreement.) This agreement is binding whenever *SCIL* or *SCO*, now or in the future, permits me to enter the property *SCIL* or *SCO* operates out of, to be near horses, and/or ride horses on, near, or off of the property. I have requested to enter the premises and/or be near to, or ride horses on, near, or off the property upon which *SCIL* or *SCO* operates.

1.) I AM fully responsible for my own safety while on, near, or off of *SCIL* or *SCO* grounds. I understand that *SCIL* or *SCO* has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrences.

2.) I ACKNOWLEDGE, agree, and represent, that I have or will immediately inspect upon entering any RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS, and I feel anything to be unsafe, I will immediately advise the officials of such, follow the reasonable instructions of the officials and, if necessary, leave the RESTRICTED AREAS and/or refuse to participate further in the ACTIVITIES.

3.) I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the participants, associations, sanctioning organizations, or any subdivision thereof, operators, owners, officials, drivers, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, and lessees of premises used to conduct activities, premise and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions, or engage in risk evaluation, or loss control activities regarding the premises or event(s), and **SCIL** or **SCO** and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his 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 UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. These activities include but are not limited to: riding, touching, grooming, standing near and working around horses; leading and feeding the horses, participating in instructional programs regarding the horses, moving and lifting heavy objects.

4.) I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of, or related to the ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5.) I HEREBY STATE that I am physically able to undertake all riding/horse/volunteer orientated activities. I also state that I will participate in these activities at my own risk.

6.) I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE. I also understand that **SCIL** or **SCO** do not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

7.) I HEREBY ACKNOWLEDGE that the activities and events contemplated hereunder ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage, and acknowledge that anyone riding or being near horses (equines) can suffer bodily and other injuries. I, THE UNDERSIGNED, expressly acknowledge that, I have volunteered for the activity(ies), knowingly and intelligently and, I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED by negligent rescue operations or procedures of the releases or of other medical providers. Inherent risks of equine activities, which include but are not limited to the following:

- a. the propensity of a horse to behave in ways that may result in injury, harm, or death to persons around it;
- b. the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people or other animals.
- c. hazards such as surface or subsurface conditions, collision with other equine or objects, and many others.

Horses are known to kick, buck, rear, bite, run and spook. I know that any horse can do these things without warning, and understand these and other inherent risk and danger, and I voluntarily agree to assume them.

8.) I AGREE to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by **SCIL** or **SCO** or the employees, representatives or agents of **SCIL** or **SCO**.

9.) I CONSENT to the participation of my child, (children), \_\_\_\_\_ and/or myself of \_\_\_\_\_ group, to visit the **SCIL** or **SCO** premises and have contact with **SCIL** or **SCO** animals, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this LIABILITY RELEASE FORM, I represent that I have legal authority over and custody of said child or children.

10.) I ASSUME full responsibility for any and all personal bodily injuries or damages which I may sustain when on, near, or off **SCIL** or **SCO** grounds as well as when handling and/or riding horses, or other animals, on, near, or off of said property. I also assume full responsibility for any and all injuries to myself and (if applicable) my family members.

11.) I REPRESENT that I am and will be at all times, covered by accident, and/or medical insurance or, that I have sufficient funds to cover my own medical expenses.

12.) Any legal or equitable claim that may arise from participation in the above shall be resolved under California State law.

13.) All, references to **SCIL** or **SCO** includes its Board of Directors, executive director, officers, agents, employees, independent contractors, instructors, physicians, therapists, and any associated professionals and volunteers.

14.) THE UNDERSIGNED HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

15.) Photographic Release. I grant and convey unto **SCIL** or **SCO** all right, title and interest in any and all photographic images and video or audio recordings made by **SCIL** or **SCO** during my work for **SCIL** or **SCO** including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

16.) Other. I understand that it is my desire to further the work of **SCIL** or **SCO** by performing services as a Volunteer, specifically as a volunteer participating in general labor and equine activities. I undertake to perform said services as a Volunteer without compensation and that, in performing said services, I acknowledge that I am not acting as an employee of **SCIL** or **SCO**.

In plain language, I agree not to sue **SCIL** or **SCO**, or anyone associated with it for injuries that I may sustain while attending any program activities. Because, even with the best of precautions, I am aware that during visits or participation in courses or other activities sponsored by **SCIL** or **SCO** certain dangers may occur including but not limited to, interaction with horses and other animals during their care, and work related activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**I ACKNOWLEDGE THAT I HAVE BEEN GIVEN A COPY OF THE SCIL AND SCO SAFETY RULES AND PROCEDURES.**

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Signed Name of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_

**Swan Center Outreach, Inc.**

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