

**EQUESTRIAN THERAPY CO-OP
AGREEMENT AND RELEASE OF LIABILITY**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES.

Participant or volunteer full name: _____

Parent or legal guardian of participant: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Email: _____

I, _____, being an adult over the age of eighteen (18), desire to participate and/or enroll my child in therapeutic horseback riding and all activities related to horseback riding (hereafter referred to as "The Activity") at EQUESTRIAN THERAPY CO-OP, a sole proprietorship operated by Donald Mone, (hereafter referred to as "Director") in conjunction with the facilities of the American Jewish University (hereafter referred to as "AJU") located at 1101 Peppertree Lane, Brandeis, CA 93064.

Assumption of risk: I understand that horseback riding and its related activities are inherently dangerous, involves risks and may result in serious physical, mental or psychological injury or in some cases death.

Release: In consideration for being permitted by Director and AJU to participate in The Activity and to use related facilities, I agree that I, my spouses, assigns, heirs, next of kin, guardians, insurers and legal representatives hereby fully and forever release, discharge and promise not to sue Equestrian Therapy Co-Op and AJU, their owner(s), officers, volunteers, employees, partners, assigns, agents, contractors, attorneys and any other person acting on behalf of Equestrian Therapy Co-Op or AJU (collectively, hereafter the "Releasees"), for any loss, damage, injury or death incurred by myself or my child, whether caused by any act or omission of ordinary negligence by the Releasees, or otherwise.

Acknowledgment of responsibility: I voluntarily assume full responsibility for any risk of loss, property damage, personal injury or death sustained or caused to others during The Activity and hereby agree to indemnify, defend and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to medical expenses and attorney fees) resulting from participating in The Activity, whether caused by any act or omission of ordinary negligence. I agree to indemnify Releasees against any and all claims, actions, lawsuits, damages and judgements, including attorney fees, arising out of or relating to my participation in The Activity.

Initials: _____ 

Protective gear: It is required that all riders wear a protective helmet. It is my understanding that a protective helmet is available and has been offered for my own or my child’s safety.

COVID-19: By signing this agreement and release of liability, I understand that myself and my child are expected to comply with all measures outlined by the State of California Governor’s Office, as well as any restrictions put in place by Ventura County Health Services as they pertain to safety and preparedness for COVID-19, or any other highly infectious disease yet unknown. All participants, their parents and/or their legal guardians are encouraged to stay home should they have a fever or other COVID-19 symptoms. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 by participating in The Activity, and I hold the Releasees harmless from any and all COVID-19 related liability or responsibility due to my or my child’s participation in The Activity.

Photographic release: I hereby grant to Equestrian Therapy Co-Op and their representatives and assigns, the irrevocable and unrestricted right to use and publish photographs, videos and other recordings of me or my child for advertising and any other promotional purposes and in any manner and medium, to alter the same without restriction, and to copyright the same. I hereby release Equestrian Therapy Co-Op, their assigns and legal representatives from all claims and liability relating to said photographs and videos.

Modifications: This agreement and release of liability may not be altered, amended or modified, except by a written document signed by both parties.

No admission: This agreement and release of liability shall not be in any way construed as an admission by the Releasees that they acted wrongfully with respect to me, my child or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasees.

Severability: I hereby acknowledge and agree that if any provision(s) is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

I expressly agree that the foregoing agreement and release of liability are intended to be as broad and inclusive as permitted by California Law (RIDE AT YOUR OWN RISK).

I have carefully read and fully understand all the provisions of this agreement and release of liability, and I freely, knowingly and voluntarily sign and enter into this agreement. No oral representations, statements or inducements, apart from this written agreement have been made.

This agreement takes effect on DATE: _____

Signature of Participant or Volunteer (over the age of 18), or parent or legal guardian.

Printed name: _____