

Embrace Equine Ministry

Volunteer Release and Waiver of Liability Form

This VOLUNTEER RELEASE AND WAIVER OF LIABILITY (the “**Release**”) is executed by _____ (“**I**” or “**me**”), in favor of , an Idaho nonprofit Embrace Equine Ministry, and its members, trustees, directors, officers, employees, equine professionals, volunteers, and agents (collectively, the “**Foundation**”).

I desire to volunteer for Embrace Equine Ministry and engage in activities related to being a volunteer (the “**Activities**”). I understand that the Activities may include, but are not limited to, working with, mounting, riding, dismounting, walking, grooming, boarding, and feeding; use of the horse barn, paddock, trails, arena or round pen; falling off horse regardless of whether horse is bucking, flipping or spooked. I also understand that as a volunteer I will receive no compensation or remuneration for my services and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities as a volunteer and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute the Release and agree to the following terms:

1. Compliance with Policies. I agree to comply with Embrace's applicable policies and procedures, training, and safety rules, and will follow the instructions in carrying out the Activities.

2. Assumption of Risk. I am aware and understand the inherent risk involved with the Activities that may expose me to a variety of foreseen and unforeseen hazards and risks, including, but not limited to, bodily injury from using, or being in close proximity to horses, among other risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, including death, or loss that I may incur as a result of my participation in the Activities. I fully understand that horses can be very dangerous and have a propensity to behave in ways which may result in injury to the participant, facilitator or volunteer. I wish to participate in the Activities knowing they are dangerous.

3. Medical Treatment. I hereby give consent and authority to Embrace Equine Ministry to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Ministry from any claim whatsoever in connection with such treatment or other medical services.

4. Release and Waiver. I hereby fully and forever release and discharge Embrace Equine Ministry from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I hereby agree to hold harmless the Foundation from any liability or responsibility for accident, damage, injury or illness to me, or any member or spectator accompanying me, on the premises where the Activities take place. I agree not to make or bring any such claim or demand against the Foundation, and fully and forever release and discharge the Ministry from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE FOUNDATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE FOUNDATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR

PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE FOUNDATION OR OTHERWISE.

5. Insurance. I UNDERSTAND THAT THE Ministry DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY. I also understand that workers' compensation insurance is not available to volunteers and that the Ministry does not provide workers' compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of the Ministry in the event of any injury or medical expense.

6. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Ministry from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

7. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Ministry for internal and/or promotional use. I hereby grant and convey to the Foundation all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the use of the Ministry's name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

8. Miscellaneous. I hereby agree that the Release represents the full understanding between the Ministry and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of the Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. The Release is binding on and inures to the benefit of the Ministry and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of the Release.

9. Governing Law. I hereby agree that the Release is intended to be as broad and inclusive as permitted, and that the Release shall be governed by and interpreted in accordance with the laws of the State of Idaho, without reference to any choice of law doctrine. Any claim or cause of action arising under the Release may be brought only in the federal and state courts located in Kootenai County, Idaho, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE THE FOUNDATION TO THE FULLEST EXTENT ALLOWED BY LAW. I EXPRESSLY AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF IDAHO.

I am signing this on behalf of the minor named above. By signing this Waiver, I certify that I am the

parent or legal guardian of this minor.

Volunteer Signature: _____ Date: _____ Volunteer Name
(please print): _____