

# Serenity Equine Rescue and Rehabilitation

## Release of Liability and Photo Release

Witness this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Serenity Equine Rescue and Rehabilitation, hereafter referred to as SERR and \_\_\_\_\_. Hereafter referred to as Owner/Rider or Visitor/Volunteer (ORV). For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of SERR, ORV's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equine to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sound, sudden movement and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions, collisions with other animals; the limited availability of emergency medical care; and the potential of participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

**WARNING! ALL ACTIVITIES INVOLVING HORSES, DONKEYS, MULES OR PONIES HAVE INHERENT RISKS FOR PARTICIPANTS. WASHINGTON STATE LAW PROTECTS OPERATORS, OWNERS, TRAINERS, PROMOTERS AND OTHERS FROM LIABILITY FOR INJURIES WHICH ARE THE RESULT OF AN EQUINE ANIMALS BEHAVIOR. USE THESE FACILITIES AT YOUR OWN RISK.**

**HELMET WARNING – SERR SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT DUE TO FAILURE TO WEAR PROPER PROTECTIVE HEAD GEAR.**

2. ORV acknowledges that horses, by their very nature are unpredictable and subject to animal whim. ORV assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. ORV agrees to abide by and follow SERR rules and regulations which shall be posted and/or available from time to time. ORV further acknowledges that the behavior of any animal is contingent to some extent upon the ability of ORV. ORV assumes all risks therefore and warrants a full and fair disclosure of ORV's abilities has been made to SERR.
3. In the event SERR is using ORV's own horse, or horses(S) not owned by SERR, ORV, warrants said horses(s) shall be free from infection, contagious or transmittable diseases. SERR reserves the right to refuse access or use of any horse upon the premises that does not appear to SERR to be in good health, or is deem dangerous or undesirable.
4. ORV agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.
5. ORV grants permission to SERR and its agents or employees to use photographs taken of ORV while engaged in activities at SERR and events in support of SERR, and to use the photographs on display boards, in print and online and to offer them for use or distribution in other associated publications, without notifying ORV.
6. ORV hereby waives any right to inspect or approve the finished photographs or printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to ORV or unknown, and ORV waives any right to royalties or other compensation arising from or related to the use of the photograph.
7. ORV hereby agrees to release, defend, and hold harmless SERR and its agents or employees, including any firm publishing and/or distributing the finished product in whole or in part, whether on paper, via electronic media, or on web sites, from and against any claims, damages or liability arising from or related to the use of the photographs, including but not limited to any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.
8. **Please initial \_\_\_\_\_ I have read the SERR barn rules and agree to abide by them.**

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Rider/Visitor

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Date

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Parent or Guardian if under 18

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Date