# **EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION**

# **OF RISK AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability releases The Phoenyx Farm and Sanctuary, Inc., a non-profit organized under the laws of the State of Maryland as well as each of its officers, volunteers and agents at any location at which time activities are occurring.

By signing this agreement, I am expressing my desire to provide volunteer services for The Phoenyx Farm and Sanctuary, Inc. and engage in any/all activities related to serving as a volunteer. I have familiarized myself with the activities that I am allowed to participate in and will do so without restriction or limitation. I understand that the scope of the relationship is limited to a volunteer position and there will be no compensation expected in return for services provided and insurance coverage in the event of personal injury or illness will be my own responsibility.

1. Waiver and Release: I release and forever discharge and hold harmless Nonprofit and its successors and agents from any and all liability, claims and demands of whatever kind of nature either in law or in equity, which arise or may hereafter arise from the services I provide to Nonprofit including but not limited to any loss, damage, attorney fees, etc. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from negligence and/or the services I provide to Nonprofit or occurring while I am providing volunteer services. I acknowledge that by waiving this right, I shall not bring any legal lawsuit, action or proceeding against any released party, even if they engage in negligent conduct.

2. Insurance: Further, I understand that Nonprofit does not assume any responsibility for or any obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of injury or medical expenses incurred by me.

3. Medical Treatment: I acknowledge that there will be supervision at the sanctuary, however, there are no medical staff or medical care. I hereby Release and forever discharge the Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Nonprofit.

4. Assumption of Risk: I understand that the services I provide to Nonprofit may include activities that may be hazardous to me including but not limited to the following list. As a volunteer, I hereby expressly assume risk of injury or harm from these activities and Release Nonprofit from all liability.

* Bites, kicks, abrasions, or contusions from any/all animals cared for at the sanctuary
* Being thrown or bucked off horses
* Scratches or other injury from stalls or enclosures
* Scratches or other injury from grooming tools and other equine equipment and/or tack
* Allergic reactions to animals, hay, or other allergens
* Tripping on materials, equipment and/or uneven landscape (holes)
* Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds
  + - Includes other hazards that become present during other weather conditions, etc. (slippery, muddy, wet, etc.)

5. Photographic Release: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, Images, video, or audio recordings of me or my likeness or voice made by Nonprofit in connection with my providing volunteer services to Nonprofit

6. Other: As a volunteer, I expressly agree that this Release is Intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that this Release shall be governed by and interpreted in accordance with the laws of the State of MD. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

I acknowledge that I am participating in any/all activities at The Phoenyx Farm and Sanctuary Inc. at my own risk and acknowledge that the principals, agents and other volunteers bear no responsibility or risk associated with any injuries that may arise from my presence or participation.

Print Name: Signature Date:

**If you are a minor, please have a parent or guardian complete the following:**

Print Name: \_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_ Date:

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_