

CROSSFIRE EQUINE RESCUE, INC. RELEASE AND ASSUMPTION OF RISK

NOTICE: All persons must sign this release prior to being involved in ANY activity associated with CROSSFIRE EQUINE RESCUE, INC. If you are 18 years of age or older, you may sign a Release when you have read and understood it completely. Minors, being those under 18 years of age, must complete this form and have it signed in advance by a PARENT OR LEGAL GUARDIAN. ALL SIGNATURES MUST BE WITNESSED. Please make sure you read every section carefully and the entire release is completely filled by in, otherwise you will not be able to participate in any activity or enter upon any property under the control of CROSSFIRE EQUINE RESCUE, INC. If you need additional copies, they are available by e-mail at: info@crossfirerescue.org

REGISTRATION AND AGREEMENT PURPOSE – *By the signing of this agreement, I, the following listed individual, and/or the parent or legal guardian thereof if a minor, do hereby agree to all statements below.*

NAME (Please print)

Parent(s) or Guardian(s) of Minor Volunteer

LIABILITY RELEASE - I AGREE THAT: In consideration of Crossfire Thoroughbred Rescue, INC. allowing my participation in any activity, under the terms set forth herein, I, for myself and/or on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge CROSSFIRE EQUINE RESCUE, INC., its owners, agents, employees, officers, directors, representatives, assigns, members, volunteers, owners of premises and trails, affiliated organizations, Insures, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to CROSSFIRE EQUINE RESCUE, INC.'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of CROSSFIRE EQUINE RESCUE INC's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against CROSSFIRE EQUINE RESCUE, INC. and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of CROSSFIRE EQUINE RESCUE, INC.. I agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which do not exist or which the person giving the release does not know or suspect to exist at the time of executing the release.

ASSUMPTION OF RISK - I EXPRESSLY ASSUME RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE UPON THE PREMISES, including, but not limited to: death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, cattle and other animals, or stationary objects, the use of hand or power tools and equipment, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me, and/or as the parents or legal guardians of a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of CROSSFIRE EQUINE RESCUE, INC's physical location. Any dispute under this agreement shall be litigated in and venue shall be the county in which CROSSFIRE EQUINE RESCUE, Inc. is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "EQUINE ACTIVITY" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms "VOLUNTEER" and "VOLUNTEER ACTIVITY" and "PARTICIPANT" and "SPECTATOR" and "CONTRACTOR" herein shall refer to all activities relating to CROSSFIRE EQUINE RESCUE, INC., for which I am involved of my own free will, including, but not limited to, exposure to equines, general cleanup, fundraising, distribution of information, administrative duties, construction, labor, and/or meetings. The terms "I", "ME", "MY" shall herein refer to the above named individual and the parents or legal guardians thereof if a minor.

ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I further understand that I may be participating in an activity which is extremely dangerous, that horses are unpredictable in their movements, that horses will use force to defend themselves against any realistic and unrealistic danger, that horses will attempt to flee and escape from any realistic and unrealistic danger. I further understand that I may suffer minor or major injuries and death from my participation in activities, that I may be instructed as to the "safest" method to conduct my volunteer activities and that such methods may fail at any time. I understand that horses wander at their will in pastures, paddocks and stalls and, even with a lead rope attached, may attempt to cause harm or injury and death to me without reason or cause.

NATURE OF STABLE HORSES – I UNDERSTAND THAT: CROSSFIRE EQUINE RESCUE, INC. owns all types of horses, that all horses have a variety of dispositions, that the prior training of the horses is unknown and that no representation can be made as to the safety of any individual horse. While CROSSFIRE EQUINE RESCUE, INC. follows a volunteer risk reduction program, no horse is a completely safe horse. Horses are much larger, much more powerful, and much faster than a human. If a person falls from horse to ground, the impact may result in injury to the person. Equine use is an activity where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger. **PARTICIPANT, CONTRACTOR, VOLUNTEER and/or SPECTATOR RESPONSIBILITY – I UNDERSTAND THAT:** Upon involvement with a horse the person is in primary control of the horse. The person's safety largely depends upon his/her ability to carry out instructions, and his/her ability to understand the basic nature of horses. I agree that I shall be responsible for my own safety and that of my unborn child if I am pregnant. CROSSFIRE EQUINE RESCUE, INC. advises pregnant women, for the safety of the unborn child, not to ride or involve themselves in any equine activity unless permission is given under advice of a physician.

CARRYING OBJECTS AND SHARP NOISES – I UNDERSTAND THAT: I must not carry loose items while involved in equine activity which may become entangled with the horse or its tack, may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, purses. I must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

CONDITIONS OF NATURE – I UNDERSTAND THAT: CROSSFIRE EQUINE RESCUE, INC. is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

WARNING: UNDER TEXAS LAW, (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, THE WARNINGS, RELEASE AND ASSUMPTION OF RISK, AND THE TERMS, DEFINITIONS AND CONDITIONS SET FORTH, WHICH ARE INCORPORATED INTO AND FORM A PART OF THIS AGREEMENT. I FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING RELEASE AND ASSUMPTION OF RISK AGREEMENT.

The Volunteer, Contractor, Participant or Spectator, and the Parent or Legal Guardian of any Volunteer, Contractor, Participant or Spectator under the age of 18 years must sign below after reading this entire document:

Signature _____ Date _____

(PRINT NAME) _____

Signature of Witness _____ Date _____

Witness (PRINT NAME) _____

Parent/Guardian Signature _____ Date: _____

Home Phone #: _____ Bus. Phone #: _____