



P.O. Box 644
New Harmony, Utah 84757
www.silverspurridingcenter.org

PARTICIPANT EMERGENCY TREATMENT RELEASE FORM

Participant _____

PARENT OR GUARDIAN _____
(If Participant is under 18 years of age)

ADDRESS _____ **CITY** _____ **ZIP** _____

HOME PHONE _____ **CELL PHONE** _____

RELATION TO PARTICIPANT _____

PHYSICIAN'S NAME _____ **PHONE#** _____

HEALTH INSURANCE COMPANY _____ **POLICY#** _____

IN CASE OF EMERGENCY, CONTACT _____
(If different from above)

PHONE NUMBER: _____

PREFERRED MEDICAL FACILITY _____

Describe any medical condition requiring special precautions or treatment and any medications and dosage
(A) NONE ___ (B) Please describe _____

In case of Medical Emergency, the undersigned authorizes SILVER SPUR THERAPEUTIC RIDING CENTER to provide such medical assistance as they determine to be necessary.

The undersigned (A) does _____ (B) does not _____ authorize any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization for the volunteer, including anesthetic, which they determine necessary or advisable, pending receipt of a specific consent from the undersigned.

Should the Insurance Company deny payment, the responsible party is liable for payment of medical bills.

SIGNATURE _____ DATE _____
(Participant)

SIGNATURE _____ DATE _____
(Parent/Guardian if Participant is under 18 years of age)



**AGREEMENT TO ASSUMPTION OF RISK AND
RELEASE OF LIABILITY**

Cautionary Statement:

Read each section of this document carefully and thoroughly before signing or initialing your name. Choosing to sign this document results in your giving up certain rights to bring legal action against The Silver Spur Therapeutic Riding Center, its directors, officers, employees, agents and their successors and assigns, including but not limited to Debra J. Kermott, Gary L. Kermott, Diana Ploeger, Jean Morgan, Darcy Nordstrom and Steve Crandall, from any property damage, personal injuries or death that you or your child may suffer as a result of being on or around horses, using horse-related equipment or receiving therapeutic riding services provided by The Silver Spur Therapeutic Riding Center its directors, officers, employees or agents.

Agreement

As a condition of my or my child's exposure to being on or around horses, using horse-related equipment or receiving therapeutic riding services provided by The Silver Spur Therapeutic Riding Center (the "Horseback Riding"), and in consideration for the privileges that come from the Horseback Riding, I hereby consent and agree as follows:

1. I acknowledge that the Horseback Riding is a recreational activity subject to mishap and even serious injury or death to participants. I understand that I or my child may suffer an injury, including a broken limb, paralysis or fatal injury while undertaking the Horseback Riding. **(Initial here _____)**
2. I acknowledge that there are no warranties from The Silver Spur Therapeutic Riding Center applicable to the Horseback Riding and that all warranties, whether expressed or implied, are excluded. **(Initial here _____)**
3. I hereby RELEASE AND DISCHARGE The Silver Spur Therapeutic Riding Center, its directors, officers, employees and agents, including but not limited to Debra J. Kermott, Gary L. Kermott, Diana Ploeger, Jean Morgan, Darcy Nordstrom and Steve Crandall (hereinafter collectively called the "Released Parties"), from any and all liability, claims, demands or causes of action that I or my child may hereafter have for injuries/damages arising out of the Horseback Riding, including but not limited to LOSSES CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here _____)**
4. I understand and acknowledge that exposure to the Horseback Riding has inherent dangers that cannot be fully eliminated by any amount of care, caution, instruction or expertise, and I EXPRESSLY AND VOLUNTARILY ASSUME FOR MYSELF OR MY CHILD ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE UNDERTAKING THE HORSEBACK RIDING, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here _____)**
5. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained by me or my child as a result of the Horseback Riding. **(Initial here _____)**
6. I also agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of the Horseback Riding. **(Initial here _____)**
7. I will take full responsibility for, and hold harmless the Released Parties from, any injury that I or my child may suffer or inflict upon others or their property as a result of the Horseback Riding. **(Initial here _____)**
8. I agree that I or my child will undertake the Horseback Riding in a reasonable and safe manner so as not to endanger the lives of persons or the property of any individual. **(Initial here _____)**

9. I have read and understood the above and acknowledge that the same constitutes (a) a release of liability and a waiver of my or my child's legal rights and an (b) acknowledgment of the assumption of liability by me or my child of all risks arising out of the Horseback Riding. **(Initial here _____)**
10. I agree that this document shall continue in full force and effect for so long as I am exposed or my child is exposed to the Horseback Riding. **(Initial here _____)**
11. I expressly recognize that this document is a contract pursuant to which I or my child have released any and all claims against the Released Parties resulting from the Horseback Riding, including any claims resulting from the negligence of the Released Parties. **(Initial here _____)**
12. I agree and acknowledge that if any provision of this document shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of this document, but the effect shall be confined to the provision as to which such adjudication is made. **(Initial here _____)**
13. **Copy the following statement in your own handwriting to signify understanding:**

I REALIZE THAT THE HORSEBACK RIDING IS INHERENTLY DANGEROUS AND MAY RESULT IN MY INJURY OR DEATH.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE CAREFULLY READ THE FOREGOING, THAT I UNDERSTAND IT, THAT I SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND THAT NO ONE HAS MADE ANY ORAL REPRESENTATION, STATEMENTS OR INDUCEMENTS TO CAUSE ME TO SIGN THIS RELEASE. I HAVE HAD THE OPPORTUNITY TO CONSULT WITH MY OWN LEGAL COUNSEL BEFORE SIGNING THIS RELEASE.

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_____ **I AM SIGNING THIS RELEASE FOR MYSELF AS PARTICIPANT.** I represent and acknowledge that I am at least eighteen (18) years of age and that I understand the terms of this Release. I also acknowledge that this Release shall bind my heirs and personal representatives.

PLEASE PRINT CLEARLY
 PARTICIPANT'S NAME _____
 PARENT/GUARDIAN NAME _____
 INSURANCE COMPANY _____

 POLICY NUMBER _____

 Signature of Participant Date
(only if 18 years of age or older)

_____ **I AM SIGNING THIS RELEASE ON BEHALF OF A MINOR CHILD.** I acknowledge that I am the parent/guardian of the child who is less than 18 years of age and that I understand the terms of this Release. This Release shall be binding upon the child and the child's parents, guardians, heirs, and personal representatives.

IN CASE OF EMERGENCY CONTACT:
 Name _____
 Relationship _____
 Phone _____

 Signature for Child by Parent or Guardian Who Is 18 Years of Age or Older Date



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PHOTO RELEASE FORM

For Silver Spur Therapeutic Riding Center

For Valuable consideration given and which is hereby acknowledged, the undersigned hereby grants to **Silver Spur Therapeutic Riding Center** permission to take or have taken still and moving photographs and films including television pictures of our/my child, _____, and consents to

(Name of Participant)

authorize the Silver Spur Therapeutic Riding Center it's advertising agencies, news media, and any other persons interested in the Silver Spur Therapeutic Riding Center and its' work, to use and reproduce the photographs, films and pictures and to circulate and publicize the same by all means including without limiting the generality of the foregoing newspapers, television media, internet, brochures, pamphlets, instructional material, books and clinical material.

With respect to the foregoing matters, no inducements or promises have been made to us/me to secure our/my signature(s) to this release other then the intention of the Silver Spur Therapeutic Riding Center to use or cause to be used such photographs, films and pictures of Silver Spur Therapeutic Riding Center and its work.

SIGNATURE _____ DATE _____
(Participant)

SIGNATURE _____ DATE _____
(Parent/Guardian if Participant is under 18 years of age)

Relationship to Participant _____