

# INSTITUTE FOR EMOTIONAL HEALING



las palomas bldg ■ 4256 n. brown ■ suite b ■ scottsdale, az 85251

## EQUINE RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK, INDEMNITY AGREEMENT and MEDICAL RELEASE

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

I hereby enter into this agreement in consideration of my ability and permission to participate in equine assisted psychotherapy activities using horses and equipment owned by Christina DeVita as Institute for Emotional Healing (IEH) and/or by Dave Wehner as Casa Caballo (CC) at 990 E Remington Dr, Chandler AZ 85286

### IMPORTANT NOTICE

**BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF YOUR PARTICIPATION IN EQUINE ACTIVITIES AT LITTLE BIT OF HEAVEN RANCH, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOURSELF, CHRISTINA DEVITA OR DAVE WEHNER.**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

By signing this form, I hereby acknowledge on behalf of myself or my minor child that I have familiarized myself with the equine activities that I will participate in over the course of equine assisted psychotherapy, including but not limited to ground work, mounted or unmounted interaction, or assisting others with equine interaction. I am aware of the inherent risks associated with equine activities. These risks include but are not limited to the propensity of a horse to behave in dangerous ways that may result in injury; the inability to predict a horse's reaction to sound, movement, objects, persons, or animals; the hazards of the surface and subsurface conditions; bites, kicks, abrasions or contusions from horses; injury from tools or tack; and allergic reactions to animals, hay or other allergens. I assume full responsibility to inspect all tack and equipment, including that not owned by me and to immediately report any faults.

I hereby specifically forever waive and release IEH and CC and its principals and agents from any liability for injury arising out of my participation in equine activities as well as from the active negligence of IEH and/or CC unless owner or agent is grossly negligent or commits willful, wanton, or intentional acts or omissions.

By signing this agreement, I hereby acknowledge that, while there may be supervision of equine activities at CC, there will be no medical personnel on the premises and IEH and/or CC and their principals and agents bear no responsibility for my health or medical care. However, in the event that medical aid/treatment is required due to illness or injury while on premises of IEH/CC, I authorize IEH/CC to secure and retain medical treatment and transportation if needed. This authorization includes x-ray, surgery, hospitalization, medication, and any treatment deemed necessary by the attending healthcare personnel. This provision will only be invoked after attempts to contact the below listed emergency contact.

I agree to indemnify and hold harmless IEH and/or CC and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected to my presence or participation at CC or any acts or omissions of IEH and/or CC principals or agents.

This release shall be binding not only upon me but also upon my heirs, my personal and legal representatives, and anyone who could claim an interest through me or my minor child who I am representing.

Any controversy, dispute, or claim arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement shall be finally determined by binding arbitration by the Arizona Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction.

By signing this agreement I hereby acknowledge my complete understanding, agreement and consent to my presence and participation in equine activities at CC, without restriction, without liability to IEH and/or CC, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

If I am present at and participate in the activities of IEH/CC I do so at my own risk, and I hereby acknowledge and agree that IEH and/or CC and any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at said facility.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Name of minor if applicable: \_\_\_\_\_

Name and phone # of emergency contact: \_\_\_\_\_