



24970 MT. PLEASANT RD.,  
P.O. BOX 207  
CICERO, IN 46034  
TELEPHONE: (317) 773-7433  
[WWW.AGAPERIDING.ORG](http://WWW.AGAPERIDING.ORG)

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## **EQUINE ACTIVITY RELEASE, ASSUMPTION OF RISK AND AGREEMENT TO INDEMNIFY**

This *Equine Activity Release, Assumption of Risk and Agreement to Indemnify* (the "Agreement") is hereby entered by on the dates indicated below.

- A. Scope of Services Provided.** Agape Therapeutic Riding Resources, Inc. ("Agape") is a not-for-profit organization that sponsors, organizes and/or provides facilities for activities involving equines including, but not limited to, therapeutic riding and equine-facilitated learning programs with such activities taking place both on the premises owned by Agape ("Premises") and at other locations within the State of Indiana ("Locations") (collectively "Agape Equine Activities").
- B. Inherent Risks of Equine Activities.** The undersigned expressly understands that certain dangers or conditions are an integral part of such Agape Equine Activities including but not limited to: i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine, ii) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals, iii) Hazards such as surface and subsurface conditions, iv) Collisions with other equines or objects and v) The potential of a person involved in Agape Equine Activities to act in a negligent manner that may contribute to injury to that person and/or other persons, such as by failing to maintain control over an equine. **The undersigned expressly understands and agrees that such dangers or conditions exist whether a person is: i) personally engaging in Agape Equine Activities, ii) a spectator of Agape Equine Activities or iii) entering, departing or being on the Premises or Locations where Agape Equine Activities are taking place and that by doing any of these actions, such a person is a "Participant."**
- C. Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement.** In consideration of Agape allowing the undersigned, as well as those persons for whom the undersigned has listed herein, to be a Participant and with an understanding of the Inherent Risks of Equine Activities as set forth in Paragraph B above, the undersigned, individually and on behalf of each persons listed herein by the undersigned, hereby assumes all such risks and forever releases, waives, discharges and covenants not to sue Agape Therapeutic Riding Resources, Inc. (including its directors, officers, shareholders, employees, agents, representatives, volunteers, insurers, affiliates, successors, assigns and others acting on Agape Therapeutic Riding Resources, Inc.'s behalf including, without limitation, independent contractors such as trainers, instructors, veterinary personnel, farriers, equine care providers and maintenance personnel) (collectively the "Released Parties") from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses, known or unknown, anticipated or unanticipated, that may result from any loss, damage or injury (including death) to the person or property of i) the undersigned and ii) each person listed herein by the undersigned which, in any way, results from, or arises in connection with, or relates to, any Agape Equine Activity whether caused by the negligence of the Released Parties or others. The undersigned further hereby agree to indemnify and hold harmless the Released Parties and each of them from any and all loss, liability, damage or cost they may incur due to the undersigned and each person listed herein by the

### **WARNING**

**Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

undersigned being a Participant whether caused by the negligence of the Released Parties or otherwise.

The undersigned agrees that the Indemnification Agreement shall also apply as to any loss, liability, damage or cost incurred by persons and their property who have not executed an *Equine Activity Release, Assumption of All Risk and Agreement to Indemnify* but who the undersigned invited or otherwise encouraged to be a Participant.

**D. Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, agents, insurers and assigns of the undersigned and shall inure to the benefit of and may be enforced by the Released Parties. **If this Agreement is executed for and on behalf of a Participant who is under the age of eighteen (18) or under some other legal disability, the undersigned hereby represents and warrants that he or she is in fact the legal parent or guardian of said Participant with full rights of custody and control and that this Agreement and all terms contained herein is given on behalf of and is intended to be binding upon said Participant, his/her heirs, executors, administrators, agents, insurers and assigns.**

**E. Complete Agreement, Choice of Law, Venue and Attorneys Fees.** The terms of this Agreement contain the entire agreement of the parties as to the subject matter set forth herein and shall be governed by the laws of the State of Indiana. In the event any provision of this Agreement is deemed to be invalid or unenforceable by any court or administrative agency of competent jurisdiction, then the Agreement shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render its provisions valid and enforceable. The parties agree that Hamilton County, Indiana is the exclusive venue for any legal proceedings arising from or related to this Agreement and the Released Parties shall be entitled to recover the costs incurred (including reasonable attorneys fees) from the undersigned in the event that any legal action (regardless of whether a lawsuit is filed) is required to enforce this Agreement.

I HAVE FULLY READ AND FULLY UNDERSTAND THIS EQUINE ACTIVITY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK AND AGREEMENT TO INDEMNIFY. I UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I MAY BE WAIVING AND RELEASING CERTAIN IMPORTANT RIGHTS WHICH I MIGHT HAVE IF I DID NOT SIGN THIS AGREEMENT. I AM SIGNING THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY COERCION.

ADULT PARTICIPANT(S)) FULL NAME

EACH PARTICIPANT UNDER THE AGE OF 18 OR OTHERWISE UNDER A LEGAL DISABILITY FOR WHOM EACH ADULT PARTICIPANT IS SIGNING (Please Print):

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name

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**PARTICIPANT INFORMATION, PHOTO  
& MEDIA RELEASE, & EMERGENCY MEDICAL POLICY FOR:**

\_\_\_\_\_  
(Name of Participant)

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**SECTION 1. PARTICIPANT INFORMATION**

Name: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Gender: M/F Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Are you presently a student? Yes/No If yes, name of school: \_\_\_\_\_

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**SECTION 2. ADULT/GUARDIAN PARTICIPANT INFORMATION IF PARTICIPANT LISTED IN SECTION 1 IS  
UNDER THE AGE OF EIGHTEEN (18) OR UNDER A LEGAL DISABILITY**

Name: \_\_\_\_\_ Father/Mother/Guardian

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Place of Employment: \_\_\_\_\_ Email Address: \_\_\_\_\_

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SECTION 3. PHOTO AND MEDIA CONSENT

Agape Therapeutic Riding Resources, Inc. requests that the above-listed Agape Equine Participant consent to and authorize the use and reproduction by Agape Therapeutic Riding Resources, Inc. of any and all photographs and any other audio-visual materials taken of the above-listed Agape Equine Participant for publication in promotion material, educational activities, exhibitions, publications, broadcasts, website and any other use which promotes Agape Therapeutic Riding Resources, Inc. and its programs.

Please check only one: \_\_\_\_\_ I do consent. \_\_\_\_\_ I do **not** consent.

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

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

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SECTION 4. EMERGENCY CONTACT INFORMATION

Name: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_  
(Primary Contact)

Telephone Numbers: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_  
(Secondary Contact)

Telephone Number(s): \_\_\_\_\_

Primary Physician Name/Telephone Number(s): \_\_\_\_\_

Preferred Medical Facility: \_\_\_\_\_

Health Insurance Provider: \_\_\_\_\_ Policy/Identification Number: \_\_\_\_\_

Information for Emergency Medical Providers: \_\_\_\_\_  
(Such as allergies, medications, preexisting medical conditions)

**Agape Emergency Medical Policy**

In the event emergency medical aid/treatment is required for a Participant, Agape Therapeutic Riding Resources, Inc. will:

1. Contact 911, state the nature of the emergency and request that an ambulance be sent to the scene of the occurrence;
2. Contact the person(s) listed above in the priority listed; and
3. Provide the information listed above to emergency medical providers.

I have read and acknowledge the Agape Emergency Medical Policy.

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

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

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