

**EQUINE ASSISTED PSYCHOTHERAPY SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

Serenity Life Resource Center

STABLE / OPERATOR NAME, hereinafter known as "SLRC".

Location or Address of SLRC:

16965 NW 45 Hwy, Parkville, MO 64152

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in Equine Assisted Psychotherapy services provided by SLRC.

1. Participant Name (please print): _____
2. Age: _____ 3. Date of Birth: _____
4. Weight: Under 240 lbs.? Yes No
5. Horse riding experience (check one): Beginner (under 10 hours) Over 10 hours
6. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? Yes No
7. If you selected "Yes", how can we help this participant with his / her special needs?

8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance shall pay for ALL such incurred expenses.

My medical insurance company is _____

My policy number is _____

I do not carry medical insurance.

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

B AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if 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 SLRC's physical location. This agreement is intended to be valid and binding at all times now and in the future when SLRC permits me (directly or indirectly) to enter SLRC's property, be on SLRC's property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of SLRC's property. Any disputes by the participant shall be litigated in, and venue shall be the county in which SLRC is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C INHERENT RISKS / ASSUMPTION OF RISKS I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine

**EQUINE ASSISTED PSYCHOTHERAPY SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the 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; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

D WILDERNESS EXPERIENCE PARTICIPATION CONDITIONS OF NATURE WARNING UNFAMILIAR AND SUDDEN SIGHTS SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES

I / WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: SLRC is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, 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. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on SLRC to list all possible conditions for me. The participant and parent or legal guardian have inspected SLRC's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon SLRC's premises.

E CARRY-ON OBJECTS WARNING AND SHARP LOUD NOISES WARNING I / WE ACKNOWLEDGE

THAT: When approaching, mounting and riding horses. I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F SADDLE GIRTH LOOSENING WARNING I / WE ACKNOWLEDGE THAT: Saddle girths (fastener

straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT: I for myself

and on behalf of my child and / or legal ward have been fully warned and advised by SLRC that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: SLRC has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet. I / WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for

**EQUINE ASSISTED PSYCHOTHERAPY SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

properly securing the headgear / helmet on the participant's head at all times. I am not relying on SLRC and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

- H. SERENITY LIFE RESOURCE CENTER'S PROTECTIVE HEADGEAR / HELMET POLICY I understand and agree that This SLRC requires riders to wear ASTM Standard F1163 Protective Headgear / Helmet according to the following requirements.

Rider Age	Protective Headgear / Helmet Requirement
6 Years and Younger	For their Safety, children 6 years old and younger may not participate in equestrian services.
7 Years - 15 Years	Must wear the protective headgear / helmet.
16 and 17 Years	Must wear the protective headgear / helmet unless their parents or legal guardians sign the refusal statement in the box that follows.
18 Years and Older	Must choose to wear or not to wear the protective headgear / helmet by checking the acceptance or refusal box that follows

- I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER

Check your choice:

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE: I / WE request for this participant to wear protective headgear / helmet which SLRC provides and will be solely responsible for securing the headgear / helmet on the participant's head.
- PROTECTIVE HEADGEAR / HELMET REFUSAL: I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

- J. LIABILITY RELEASE I AGREE THAT: In consideration of SLRC allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and I or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge Serenity Life Resource Center, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from any claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SLRC and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of SLRC's gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against SLRC and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of SLRC, to include while riding, handling, or otherwise being near horses owned by me or owned by SLRC, or in the care, custody or control of SLRC, whether on or off the premises of SLRC, but not limited to being on SLRC premises.

- K. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE below:

- a. Under Missouri 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, pursuant to the revised statues of Missouri. Missouri Revised Statues 537.325

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

