

Rancho Escondido Therapeutic Riding and Equine Assisted Therapy, Inc.

Boy Scouts of America – Horsemanship Merit Class Registration

June 7th, 2019

Scout Name: _____

Scout Age: _____

Do you have any experience with horses?

_____.

Parent Name: _____

Parent Address: _____

Parent Phone: _____

In case of Emergency: _____, Phone: _____

Rancho Escondido Therapeutic Riding and Equine Assisted Therapy, Inc., has my permission to use photographs of my child on their website, on social media and in other marketing literature.

Yes No

Signature and Printed Name

Date

Rancho Escondido Therapeutic Riding and Equine Assisted Therapy, Inc.

Release of Liability from Equine Related Activities

In exchange for participation in Horseback Riding and related Equine Activities organized and conducted by Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc, of 5386 SANTA TERESITA DR, SANTA TERESA, New Mexico, 88008 and/or use of the property, facilities and services of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc, I agree for myself and for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc, or the employees, representatives or agents of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc, whether caused by the fault of myself, my family, Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc.

4. FEES. I agree to pay for all damages to the facilities of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I, _____ of (address) _____

consent to the participation of my minor child, (name) _____ in the activity of Horseback Riding and related equine activities, and agree on behalf of the above minor to all of the terms and conditions of this Agreement.

By signing this Release of Liability, I represent that I have legal authority over and custody of

_(name)_____.

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc or to the employees, representatives or agents of Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc. to arrange for all necessary medical treatment for which I shall be financially responsible.

Rancho Escondido Therapeutic Riding and Equine Assisted Therapy, Inc.

Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Mexico law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Rancho Escondido Therapeutic Riding and Equine Assisted Therapy Inc has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

Emergency Contact:

In case of emergency, please call:

_____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Name: (please print) _____, Relationship to minor: _____

Rancho Escondido Therapeutic Riding and
Equine Assisted Therapy, Inc.