**LIABILITY RELEASES**

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of emergency, contact: (Parent if minor) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Please indicate any medical conditions or medications we should be aware of in the event of an emergency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT: In the event emergency medical aid/treatment is required due to illness or injury while being on the property of the agency, I authorize TR 4 Heart and Soul to secure and retain medical treatment and transportation, if needed, and release records upon request to the authorized individual or agency involved in emergency medical treatment. Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ConsentSignature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If applicant is under 18 years of age, parent/guardian signature is required. \*If you choose non-consent for emergency medical treatment/aid in the event of illness or injury while on the property of the agency, please request a NonConsent Form, which requires notarization.

\_\_ Consent \_\_ Do Not Consent

PHOTO VIDEO & PUBLICITY RELEASE: By engaging in activities at TR 4 Heart and Soul I understand that I/my child/my ward may be photographed, filmed, or videotaped and I hereby give TR 4 Heart & Soul the unqualified right to take pictures and/or recordings of me/my child/my ward and grant the perpetual right to use that likeness, video, image, photograph (collectively “image”), without compensation, for broadcast or exhibition in any medium and to put the finished images/recordings to any legitimate use without limitation or reservation. I hereby waive, release and forever discharge TR 4 Heart and Soul from and against any and all claims or actions arising out of, or resulting from any use of such image. TR 4 Heart and Soul shall not be obligated to use, and may elect not to use, any image.

Date: \_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If applicant is under 18 years of age, parent/guardian signature is required.

CONFIDENTIALITY POLICY: At TR 4 Heart and Soul, we place great importance on protecting the confidential information of our clients, our staff and our volunteers. “Confidential information” includes, but is not limited to, personally identifiable information such as surnames, telephone numbers, addresses, e-mails, etc. as well as the non-public business records of TR 4 Heart and Soul. In particular, medical information about clients and information about their disabilities or special needs must be protected as confidential information. I shall never disclose confidential information to anyone other than TR 4 Heart and Soul. I must seek staff permission before taking any pictures or videos. I have read and understand the TR 4 Heart and Soul Confidentiality Policy and agree to abide by same.

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If applicant is under 18 years of age, parent/guardian signature is required.

LIABILITY RELEASE: I acknowledge the risks and potential for risks of horseback riding and related equine activities including grievous bodily harm. However, I feel that the possible benefits to myself are greater than the risks assumed. I hereby, intending to be legally bound for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against TR 4 Heart and Soul its Board of Trustees, Instructors, Therapists, Aides, Volunteers, and/or Employees for any and all injuries and/or losses I may sustain while participating in activities at TR 4 Heart and Soul from whatever cause, including but not limited to the negligence of these related parties. The undersigned acknowledges that he/she has read this registration form in its entirety; that he/she understands the terms of this release and has signed this release voluntarily and with full knowledge of the effects thereof.

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

*CHAPTER 53-10 EQUINE ACTIVITY SPONSOR OR PROFESSIONAL 53-10-01. Definitions. In this chapter, unless the context or subject matter otherwise requires: 1. "Engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator in equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine. 2. "Equine" means a horse, pony, mule, donkey, or hinny. 3. "Equine activity" means: a. An equine show, fair, competition, performance, or parade that involves any breed of equine in any equine discipline, including dressage, a hunter and jumper horse show, grand prix jumping, a three-day event, combined training, a rodeo, driving, pulling, cutting, polo, steeplechasing, endurance, trail riding, guided trail rides, pleasure trail riding, wagon and buggy rides, and western games and hunting; b. An equine training or teaching activity; c. Boarding an equine; d. Riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and e. A ride, trip, hunt, or other equine activity of any type however informal or impromptu that is sponsored by an equine activity sponsor. 4. "Equine activity sponsor" means an individual, group, club, partnership, corporation, or limited liability company, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facility for an equine activity including a pony club, 4-H club, hunt club, riding club, school or college-sponsored class or program, therapeutic riding program, and an operator, instructor, or promoter of an equine facility including but not limited to a stable, clubhouse, pony ride string, fair, or arena at which the activity is held. 5. "Equine professional" means a person engaged for compensation in: a. Instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or b. In renting equipment or tack to a participant. 6. "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity. 53-10-02. Liability of equine activity sponsor or equine professional limited. 1. Except as provided in subsection 2, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection 2, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. This chapter does not apply to the horse racing industry as regulated in chapter 53-06.2. 2. Nothing in subsection 1 prevents or limits the liability of an equine activity sponsor or an equine professional: a. If the equine activity sponsor or the equine professional: (1) Provided the equipment or tack and the equipment or tack caused the injury; or (2) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, to determine the ability of the equine to behave safely with the participant, Page No. 1 and to determine the ability of the participant to safely manage the particular equine; b. If the equine activity sponsor or the equine professional owns, leases, rents, or otherwise is in lawful possession and control of the land or facility upon which the participant sustained an injury because of the dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which a warning sign has not been conspicuously posted; c. If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury; d. If the equine activity sponsor or the equine professional intentionally injures the participant; e. Under products liability provisions as set forth in products liability laws; or f. Under liability provisions in chapter 36-11.*