



## *Last Chance Ranch Animal Rescue*

9 Beck Road, Quakertown, PA 18951

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### **PARTICIPANT AGREEMENT, RELEASE, & ACKNOWLEDGEMENT OF RISK**

In consideration of the services of *Last Chance Ranch Animal Rescue*, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LCR"), I hereby agree to release and discharge LCR, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that any animal or farm-related activity may entail both known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I certify that I have read the information below regarding Potential Risks attached hereto and made a part of this Agreement. I acknowledge that I understand the Potential Risks described and that I indemnify and hold LCR harmless from any liability for such risks.
3. I understand and acknowledge that: (a) LCR has difficult jobs to perform and that, although LCR always tries to maintain the highest safety standards, they are not infallible; (b) LCR may be ignorant or uninformed about a participant's fitness or abilities; (c) LCR might misjudge the weather, the elements, or the terrain at any given time; (d) LCR may fail to give adequate warnings or instructions; and (e) the equipment being used in any LCR activities could malfunction without warning.
4. I expressly agree and promise to accept and assume all of the risks existing in activities at LCR. My participation in activities at LCR is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LCR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LCR's equipment or facilities, including any such claims which allege negligent acts or omissions of LCR.
6. Should LCR or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless to such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in activities at LCR, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in activities at LCR, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

### **POTENTIAL RISKS OF LCR ACTIVITIES**

#### **1. Equine-Related Risks**

Riding, leading, and handling horses, donkeys, ponies or mules (equines) are classified as rugged adventure recreational sport activities. There are numerous obvious and non-obvious inherent risks always present in such activities despite all the safety precautions taken. No equine is a completely safe animal. Equines are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than humans. If a rider falls from an equine to the ground, it will generally be a distance of between 3.5 to 5.5 feet, and the impact may result in injury to the rider. Equine riding is the only sport where one much smaller, weaker predator animal (the human) tries to control and become one unit of movement with another much larger, stronger prey animal (the equine), with each having limited understanding of the other. If an equine is frightened or provoked, it may divert from its training and act according to its natural instincts. Such instincts may include, but not be limited to, stopping short, changing direction or speed abruptly at will, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from what the equine perceives as danger. Serious injury and/or death may result from your participation in this activity.

Risks may include, but are not limited to, the following: (a) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them irrespective of their previous behavior and characteristics; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals, or certain hazards such as surface and subsurface conditions, collisions with other equines or objects; (c) failing to maintain control over the equine, being bounced, jostled, or thrown due to passage over varied, sometimes rough terrain; (d) the risk of falling off or being thrown from an equine resulting in injuries and/or death, and (e) adverse weather resulting in exposure to cold, wind, rain, and/or snow, and subsequent loss of control over the equine.



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### 2. Other Animal-Related Risks

LCR rescues a wide variety of animals (dogs, cats, rabbits, birds, reptiles, sheep, etc.) to which volunteers may be exposed in the course of their activities at LCR. ALL animals of ALL types carry risks that may result in serious injury, illness, or even death. All animals can be unpredictable regardless of prior behavior and characteristics due to a variety of causes such as fear, injury, or illness. Risks may include, but are not limited to, the following: bites, scratches, maulings, broken bones, pulled or sprained muscles, rabies, allergies, tick-borne Lyme Disease, and bacterial infections.

### 3. Farm-Related and General Risks

Farm settings in general may carry potential risks which could result in injury, illness, or death. These risks include, but are not limited to, the following: potentially dangerous vegetation on the property (i.e., poison ivy, etc.), malfunctioning equipment, malfunctioning vehicles, and dangerous weather conditions. General risks include, but are not limited to, the following: receipt of First Aid and/or emergency treatments, risks associated with the consumption of food and beverages on the premises, and the unpredictable actions of others not under the control of LCR.

## SIGNATURES

By signing this Agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in activities at LCR, I may be found by a court of law to have waived my right to maintain a lawsuit against LCR on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

### PARTICIPANT:

Name (print): \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

### PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION & RELEASE

*(Must be completed for participants under the age of 18)*

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by LCR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LCR from any and all Claims which are brought by or on behalf of Minor and which are in any way connected with such use and participation by Minor.

Parent's or Legal Guardian's Name (print): \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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