

Liability Release and Agreement

Please print out, complete and fax (281-402-1853) or email (aplacefordreamers@aol.com) this waiver for liability release, and medical emergency information with deposit(s) to: A Place for Dreamers, 9435 Oberrender Rd., Needville, TX 77461.

PHOTO CONSENT AND RELEASE

YES! I'll smile for the camera. Feel free to put my picture anywhere on your website, social media, printed materials or other advertising.

No thanks. I'm camera shy! Please do not take or post pictures of me anywhere.

A Place for Dreamers Liability Release and Agreement for this Facility and Program

(Please read carefully, and bring it pre-signed when you arrive to A Place for Dreamers, which for this agreement, is synonymous with the property located at 9435 Oberrender Rd. Needville, TX 77461)

In consideration of being permitted to ride, interact with horses and ponies, take lessons, participate in special functions, which include traveling to and from special events, clinics, trail rides, special sessions, birthday parties, pony rides, equine assisted activities, volunteering and related events and activities; I hereby:

1. Understand that horse-back riding is a high-risk sport and I understand the inherent dangers of riding or being around horses and am participating at my own risk. Serious injury may result from using this facility. I am willing to accept the risk of working with/on horses.
2. Hold A Place for Dreamers; its owners, employees, agents, and/or volunteers harmless for any and all injuries or illness incurred by myself, my minor children and any others that accompany me on said property. I shall bring no claims, demands, actions, causes or action and/or litigation against A Place for Dreamers and/or its associates or owners as previously stated for any loss due to bodily injury or death sustained by me, my minor children, legal ward, or horse(s) in relation to the premises and operation of this facility., which includes riding, handling, or being near horses and/or other animals.
3. Understand and agree that A Place for Dreamers is not responsible for any act, occurrence, or element of nature that can scare, endanger or cause harm to a horse, causing it to react in an unsafe manner.
4. Acknowledge that I am familiar with horse riding and understand the rules governing special activities and the importance of following A Place for Dreamers rules.
5. Agree that prior to any horse related activity, I will inspect horse, equipment, facilities, etc., and if I believe anything to be unsafe or beyond my capability, I will immediately notify the person in charge and refuse to participate.
6. Acknowledge and fully understand that I will be engaged in an activity that might result in serious injury including permanent disability or death, and severe social and economic loss. Not only by my action, inaction, or negligence, but also by the action, inaction and negligence of others, the rules of the sport/activity, or conditions of the premises or equipment used. Further, I acknowledge that there may be other risks not known to me or foreseeable at this time.
7. Am aware of the risks involved with horseback riding and I assume these risks and accept personal responsibility for the damages following such injury, permanent disability, or death.
8. Understand that no pets other than the animals of A Place for Dreamers will be allowed on the property.
9. Have checked with my child's physician and my son/daughter has been given a clean bill of health to participate in horse related activities OR has specific written permission by the child's physician and/or attending health care professional(s) to participate in horse related activities.
10. Understand that A Place for Dreamers cannot allow a person or persons to participate in any horse-related activity(s) if they use: alcohol, controlled substances or any mood/mind altering substances. This includes illegal drugs, as well as prescription medication, if use of said medication in any way impairs a person's alertness or perception.
11. Understand and agree that anyone using this facility and/or parent/guardian will repair or reimburse A Place for Dreamers for all expenses which include materials and time in the event of any damage to equipment, materials, supplies or any part of the property that is damaged by their horse(s) or themselves.
12. Am aware that inhumane treatment of the Horse(s) or People repeated unsafe acts will immediately void all agreements and I will forfeit any fees and rights to access this center.
13. Understand that the stable owner shall not be liable for an injury to the horse(s) or damage to any property should the said horse(s) escape from the enclosure or while on the property.

I have read this warning, waiver and release, and understand that I give up substantial rights by signing it, and knowing this. I sign it freely and voluntarily agree to participate and/or have my minor children participate, knowing these risks and conditions involved and do so of my own free will.

Name of Participant _____

Signature of Parent _____

Date _____

MEDICAL EMERGENCY INFORMATION (complete medical emergency information only if the minor isn't accompanied by an adult)

In the event of an emergency, contact:

Name _____ Relationship _____ Phone _____

Name _____ Relation _____ Phone _____

CONSENT PLAN

If emergency medical aid/treatment is required due to illness or injury during A Place for Dreamers activities, or while on the property of the ranch, I authorize A Place for Dreamers to:

1. Secure and maintain medical treatment and transportation if needed.
2. Release participant records upon request to the authorized individual or agency involved in the medical emergency treatment.

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "lifesaving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Consent Signature _____ Date _____

Parent or legal guardian, if under 18 _____

NON-CONSENT PLAN

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during center activities or while on the property of A Place for Dreamers. In the event emergency treatment/aid is required, I wish the following procedures to take place: _____

Consent Signature _____ Date _____

Parent or legal guardian, if under 18 _____

RELEASE AND HOLD HARMLESS AGREEMENT

No student will be accepted for equine assisted activities and/or horsemanship instruction and no volunteer accepted for service at A Place for Dreamers until this form has been READ, UNDERSTOOD, COMPLETED AND SIGNED by the parent(s) or guardian(s) of a minor or, if the student or volunteer is of legal age and sound mind, by the student or volunteer. Although participation in the program is under strict supervision and every effort is made to avoid injury or accident, the undersigned acknowledges the inherent risks involved in riding, driving, and working around horses. This includes bodily injury from horseback riding or driving or being in close proximity to horses. Among other risks, both horse and rider can be injured during normal use or in competition and schooling. In order to provide this valuable service, NO LIABILITY can be accepted by A Place for Dreamers or any of the organizations or persons connected with the above-named facility. IN CONSIDERATION for the privilege of riding, driving and/or working around horses at the A Place for Dreamers the undersigned, as self, or as parent(s), or guardian(s) of the named minor, jointly or severally, do hereby agree to release, hold harmless and indemnify A Place for Dreamers, its officers, directors, trustees, agents, employees, representatives, successors and assigns from all manner of liability, loss, costs, claims, demands and damages of every kind and nature whatsoever, including but not limited to reasonable attorney' fees, which the undersigned or said minor may now or in the future have against A Place for Dreamers, its officers, directors, trustees, agents, employees, representatives, successors and assigns, on account of any accident, damage, injury or illness, physical or mental condition, known or unknown, to the undersigned or said minor, or the treatment thereof, arising as a result of, or in any way connected to, acts or incidents occurring at or relating to A Place for Dreamers, its officers, directors trustees, agents, employees, representatives, successors or assigns, including but not limited to their negligence or gross negligence in rendering the services described above or in any way incidental thereto. I have carefully read this agreement and fully understand its contents.

Participant Name (Print) _____ Parent/Guardian _____

Signature _____

Date _____