



THE HORSE
PROTECTION
LEAGUE.ORG

THE HORSE PROTECTION LEAGUE

P.O. Box 741089, Arvada, CO 80006
17999 W. 60th Ave., Arvada, CO 80403
www.thehorseprotectionleague.org
303-216-0141

GROUP PROGRAM AGREEMENT

Welcome and thank you for your interest in The Horse Protection League!

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT MUST BE READ, COMPLETED IN FULL AND SIGNED BY THE LEADER OR SUPERVISOR RESPONSIBLE FOR THE GROUP BEFORE THE GROUP MAY VISIT, TOUR THE HPL FACILITY OR PARTICIPATE IN ANY ACTIVITIES WITH THE STAFF OR ANIMALS AT THE FACILITY.

WARNINGS

Under Colorado 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 Section 13-21-119, Colorado Revised Statutes.

THE HORSE PROTECTION LEAGUE does not guarantee the safety of you or any member of your group. By signing this Agreement you are agreeing to take full responsibility for the safety and conduct of every participant or member of your group.

A. DEFINITIONS. The term "PARTICIPANT" refers to any member of your group, who is covered by this Agreement, regardless of whether they are interacting with ANIMALS, visiting the facility, volunteering, or acting on behalf of a minor child (under the age of 18) as the parent or guardian of that child.

THE HORSE PROTECTION LEAGUE or "HPL" refers to the 501(c)(3) nonprofit horse rescue organization located in Arvada, Colorado.

The terms "HORSE(S)" refer to any equine species and "ANIMAL(S)" refers to HORSES or any other animal that may be present at the FACILITY.

"MANAGER" refers to the agents, employees, owners, staff, volunteers, directors or representatives of HPL.

"FACILITY" refers to HPL's ranch complex located at 17999 W. 60th Ave., Arvada, CO 80403; or to any other location where a VOLUNTEER participates in activities sponsored by HPL, including but not limited to transporting ANIMALS or the stables of potential adoptees.

B. ACCEPTANCE OF RESPONSIBILITY AND AGREEMENT TO FOLLOW SAFETY RULES AND FACILITY POLICIES. I have read and understand HPL's *Safety Rules and Facility Policies* and satisfied myself that the conditions of the FACILITY will provide an adequate and reasonable level of safety for me and every PARTICIPANT in my group. I agree to follow all of the *Safety Rules and Facility Policies* and all instructions from MANAGER, and be solely responsible for making sure that every PARTICIPANT in my group likewise understands and follows all of the *Safety Rules and Facility Policies* and instructions. I understand that I am solely responsible for providing medical care, including medication and first aid, for every PARTICIPANT in my group. I agree to be responsible for my own safety, and the safety of every PARTICIPANT in my group, while at the FACILITY. I acknowledge that if I or any PARTICIPANT in my group fails or refuses to follow the *Safety Rules and Facility Policies* and/or the instructions from MANAGER, or otherwise acts in an unsafe or inappropriate manner, my group may be required to leave the FACILITY.

C. INHERENT RISKS AND ASSUMPTION OF RISK. I acknowledge, and the PARTICIPANTS in my group understand, that there are inherent risks associated with equine activities, including but not limited to those described below. The inherent risks of participating in any activities with HORSES include, but are not limited to the propensity of HORSES to behave in ways such as running, bucking, biting, striking, bumping, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to the HORSE itself or to other animals around them; the unpredictability of the HORSE'S reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential that I or another person may act in a negligent manner that may contribute to injury to me or to other persons or ANIMALS, such as failing to maintain control over an ANIMAL.

D. RELEASE OF LIABILITY. In consideration of receiving permission to visit and/or using the FACILITY, and in further consideration of receiving permission either as guest, volunteer or in any other capacity to participate in any activity whatsoever with the ANIMALS or staff of the FACILITY, I, the undersigned group LEADER, agree that the PARTICIPANTS in my group have signed liability releases, releasing and waiving any and all claims against the FACILITY, its MANAGERS, owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, facility owners, affiliated organizations, and insurers, and others acting on behalf of the FACILITY (hereinafter collectively referred to as "RELEASEES"), from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, for death, injury, loss, damage, loss of employment, economic loss and future loss of income to person or property, howsoever caused, arising out of or in connection with any activity at the FACILITY, or with the MANAGER.

I ACCEPT FULL RESPONSIBILITY FOR MY SAFETY AND THE SAFETY OF EVERY PARTICIPANT IN MY GROUP. I understand that this Agreement is binding on me, my organization, my heirs, next-of-kin, executors, administrators and assigns. I hereby declare that I have full authority to act on behalf of my organization and to enter into this Agreement on behalf of my organization and every PARTICIPANT in my group.

E. PHOTO RELEASE. I hereby assign and grant to HPL the right and permission to copyright and/or publish and/or distribute photographs or images or composites of images of me and every PARTICIPANT in my group ("IMAGES"). The IMAGES may be used for any lawful purpose, including but not limited to advertising, trade, art, promotional materials or social media. I waive the right to inspect or approve the finished product. I release HPL and the RELEASEES from any liability by virtue of use or alteration of the IMAGES. I waive all claims for compensation or damages arising out of the use of the IMAGES.

F. VISITING HOURS, SCHEDULING. I agree that our group will only visit the FACILITY during regular volunteer hours or when scheduled in advance with the MANAGER. Signing this Agreement does not entitle me to visit the FACILITY without permission or supervision. I agree to check in with my HPL contact person or the MANAGER before beginning any activity at the FACILITY.

SIGNER STATEMENT OF AWARENESS: I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING WARNINGS, MY ASSUMPTION OF RISK AND MY RELEASE OF LIABILITY CONTAINED IN THIS AGREEMENT. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE THIS DOCUMENT REVIEWED BY AN ATTORNEY.

Signature of Adult Group Leader _____ Date _____

Group Leader NAME and TITLE (print): _____

Name of SCHOOL or ORGANIZATION: _____

ORGANIZATION'S Address: _____

Phone: _____ E-mail: _____

Emergency Contact Name: _____ Emergency Phone: _____

DATE AND TIME SPAN OF PROPOSED VISIT (if known) _____

NUMBER OF PARTICIPANTS IN YOUR GROUP _____

NUMBER OF MINOR CHILDREN (under the age of 18) _____

[Please note: We typically require at least one adult participant for every four minors. Per *Safety Rules and Facilities Policies*, minors must be visibly supervised by an adult parent, guardian or designated group leader during their entire time at the FACILITY unless otherwise approved by MANAGER.]

Your group visit is not confirmed until you receive a phone call or email from an HPL representative.

Thank you for your interest in The Horse Protection League.