



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

LIABILITY RELEASE 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 ALL VISITORS, VOLUNTEERS, OR THEIR PARENT/GUARDIAN BEFORE ANY PERSON MAY 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 your safety. By signing this Agreement you are agreeing to waive certain rights including the right to sue on behalf of yourself and/or your child.

A. DEFINITIONS. The term "VOLUNTEER" refers to anyone who signs this Agreement, regardless of whether they are interacting with ANIMALS, visiting the facility, volunteering, or acting on behalf of a minor child as the parent or guardian of that child. A "VOLUNTEER" also refers to any minor child whose parent or guardian signs this Agreement. The term "VOLUNTEERING" refers to grooming, mucking, stacking hay, handling ANIMALS, transporting ANIMALS or participating in any activity whatsoever at the FACILITY, or watching others engaged in the same activities, whether on the ground or mounted.

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. VOLUNTEER 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 my minor child, if any. I agree to follow all of the *Safety Rules and Facility Policies* and all instructions from MANAGER. I agree to be responsible for my own safety, and the safety of my minor child, while at the FACILITY. I acknowledge that if I fail or refuse to follow the *Safety Rules and Facility Policies* and/or the instructions from MANAGER, or otherwise act in an unsafe or inappropriate manner, I may be asked to leave the FACILITY.

C. INHERENT RISKS AND ASSUMPTION OF RISK. I acknowledge that there are inherent risks associated with equine activities, including but not limited to those described below, but nevertheless I expressly assume all risks associated with participating in such activities. 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 VOLUNTEER, agree to release and waive 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 that I or my minor child may suffer, howsoever caused, arising out of or in connection with any activity at the FACILITY, or with the MANAGER. I agree to hold the RELEASEES harmless for any and all lawsuits arising out of any claims, actions, losses, including attorney's fees and costs.

I make this Release and Waiver of Liability NOTWITHSTANDING THAT MY INJURIES, DAMAGES OR LOSSES MAY HAVE BEEN CONTRIBUTED TO OR CAUSED BY THE NEGLIGENCE OF THE RELEASEES.

I ACCEPT FULL RESPONSIBILITY FOR MY SAFETY AND THE SAFETY OF MY MINOR CHILD and likewise release and waive any and all claims my child may have against the RELEASEES, and I agree to hold the RELEASEES harmless for such claims. I understand that this Release is binding on me, my heirs, next-of-kin, executors, administrators and assigns.

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/or my minor child and/or my property ("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. ACKNOWLEDGMENT OF VOLUNTEER STATUS. I acknowledge that I am a volunteer, not an employee of HPL. Therefore, I am not entitled to receive any express or implied compensation for my services, including salary. I agree to visit the FACILITY only 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, unless I have also signed a Boarding Agreement.

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 VOLUNTEER _____ Date _____

ADULT VOLUNTEER NAME (print): _____

Signature of Parent/Guardian for Minor(s) _____ Date _____

MINOR CHILD VOLUNTEER NAME (print): _____

Birth Date of MINOR CHILD (if under 18): _____ Parent/Guardian's Name (print): _____

Address: _____

Phone: _____ E-mail: _____

Emergency Contact Name: _____ Emergency Phone: _____