



RELEASE

WITNESS THIS RELEASE dated this ____ day of _____, 20____, by and between HOLD YOUR HORSES, and CAIRNS PSYCHOLOGICAL SERVICES, hereinafter referred to as Provider, and _____, hereinafter referred to as User, and, if User is a minor, User's parent or guardian, _____.

This Release shall also run to the benefit of Brian Pergament and his affiliates, successors, assigns and heirs, the owner of certain horses that are leased to Provider for use in Provider's therapy programs, hereinafter referred to as Lessor and to Cheri Morgan herein referred to as Property Owner. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Provider, Provider's instructors, employees and agents; User, User's heirs, assigns and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with use of horses in hippotherapy and other equine assisted therapies and activities that are hosted by Provider such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine'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 of a participant to act in a negligent manner that may contribute to injury to the participant or others.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. User agrees to abide by and follow Provider's rules and regulations which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of User's abilities has been made to Provider.

User expressly releases Provider, Lessor and Property Owner from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Provider, Lessor, Property Owner or their respective representatives, agents or employees.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to equine assisted therapy and equine assisted activities.



Release Page Two

3. USER (OR USER’S PARENT OR GUARADIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND PROVIDER, LESSOR, PROPERTY OWNER AND THEIR RESPECTIVE REPRESENTATIVES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY’S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER’S USE OF HORSES DURING EQUINE ASSITED THERAPY AND ACTIVITIES. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Provider, Lessor and Property Owner and their respective representatives, agents and employees, harmless from any such claims by said minor child.

4. Any action brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to said claim.

5. User agrees to waive the protection of any applicable statutes in this jurisdiction which purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

Dated: _____, 20__.

Provider

Hold Your Horses
5120 Colonial Drive
Golden Valley, Minnesota 55416

Dated: _____, 20__.

Provider

Cairns Psychological Services
16204 Highway 7
Minnetonka, Minnesota 55345

Dated: _____, 20__.

User

Parent or Guardian if User if a Minor