



# Mississippi Valley Therapeutic Horsemanship 192 Hope Hill, Oak Ridge, MO 63769

## Mississippi Valley Therapeutic Horsemanship (MVTH) LIABILITY RELEASE

I understand in order to participate in the programs provided by Mississippi Valley Therapeutic Horsemanship, hereby state and agree as follows:

1. In consideration of my/our participation in the Mississippi Valley Therapeutic Horsemanship program, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, I am entering into this release agreement which extends to the Mississippi Valley Therapeutic Horsemanship, its board members, agents, independent contractors, property and facility owners, horse owners, employees, volunteers, representatives, successors or assigns, both individually and in any capacity, (hereinafter referred to as "Releases").
2. I have voluntarily agreed to permit participation in the Mississippi Valley Therapeutic Horsemanship program and assume all dangers and risks associated with such activities. I have been informed of the risk of accidents, serious injury, even death that could be associated with these activities including, but not limited to the following: (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around it; (b) the unpredictability of any equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; and (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I agree to accept the risks of participation including all risk of personal injury and death.
3. I knowingly, voluntarily and for adequate consideration release and waive, and further agree to indemnify, hold harmless and reimburse Releasees, from and against any claim which I, any relative or next of kin of child or any other person, firm or corporation may now hereafter have or claim to have (known or unknown), seen or unseen, directly or indirectly, or within or without the control of those released, for or on account of any losses, damage, personal injuries, pain and suffering, death, property damage, or contract claims resulting from, or arising out of, during, or in connection with program, or in any way connected with or arising out of instruction, training, emergency care, or operations incidental to such program whether caused by the negligence of Releasees or otherwise.
- 4) The release agreement shall be construed to be as comprehensive as is allowed by law; as severable, the invalidity of any portion of which shall not affect any other portion; and shall not establish a legal or other relationship between Releasees and me which does not in fact exist.
5. I do further and hereby constitute and appoint an appropriate official of MVTH as attorney in fact to make any and all decisions, which he or she believes to be in the participant's best interest due to my unavailability for the specific purpose of obtaining emergency medical aid/treatment.
6. This authorization shall include, but not be limited to, the right to consent to any emergency medical aid/treatment, such as operations, drugs, emergency care, hospitalization, or any other type of emergency medical aid/treatment. This authorization shall include release of any records according to state and federal law requirements upon request of the authorized individual or agency involved in the medical emergency treatment. This authorization shall also include the right of my attorney in fact to commit any of my insurance or other funds that may be required to carry out such medical aid/treatment.

**-WARNING-**

**UNDER MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.**

Name \_\_\_\_\_ Date: \_\_\_\_\_  
Volunteer/Participant/Staff

\*\*Parent/Guardian Signature, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_