

WAIVER AND RELEASE OF LIABILITY AGREEMENT

Please read carefully before signing, serious injury may result from your participation in the activities at the property of Hitching Post Ministries, a California corporation. Hitching Post Ministries -makes reasonable efforts to keep the property safe but does not guarantee your safety. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration for being permitted access to the property and to participate in the activities and use the property, I agree to the following waiver and release:

I acknowledge the inherent dangers and risks associated with including but not limited to interacting with dangerous animals, including but not limited to horses, encountering hazardous conditions on site and being present with others on the property and I voluntarily assume the risk that I and my child(ren) may be encounter while on the property.

I acknowledge that I and my child(ren) may be exposed to or infected by COVID-19 by participating in activities at the property and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the property and may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Hitching Post Ministries' employees, volunteers, and participants of any activities and their families. I agree to cancel any future sessions with Hitching Post Ministries if I and/or my child(ren) have any symptoms of COVID-19 or any other contagious illness.

I attest that:

- I am not experiencing any symptom of COVID-19 illness such as fever, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not knowingly been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been, nor any member(s) of my household, diagnosed with COVID-19 in the last 30 days.

I voluntarily agree to assume the risk of any and all injuries resulting from any activity at Hitching Post Ministries and accept sole responsibility for any injury to my child(ren) and/or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I and/or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the property or participation in the activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Hitching Post Ministries, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I agree that this release includes any and all Claims based on the actions, omissions, or negligence of Hitching Post Ministries, its employees, agents, and representatives, including but not limited to whether a COVID-19 infection occurs before, during, or after participation in any activity.

I ALSO AGREE AND ACKNOWLEDGE THAT THE RELEASE CONTAINED HEREIN APPLIES TO ALL UNKNOWN AND UNANTICIPATED INJURIES AND/OR DAMAGES (AS WELL AS THOSE NOW DISCLOSED). I ACKNOWLEDGE THAT SECTION 1542 OF THE CALIFORNIA CIVIL CODE PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM/HER, WOULD HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." I, FOR MYSELF AND MY CHILD(REN) HEREBY VOLUNTARILY WAIVE ANY AND ALL RIGHTS UNDER THE FOREGOING CIVIL CODE PROVISION AS TO UNKNOWN OR FUTURE CLAIMS.

I understand and agree that the law of the State of California will apply to this Waiver of Liability.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____
Name (printed) : _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant and am signing this document on his/her behalf. I understand the legal consequences of signing this document, including (a) releasing Hitching Post Ministries from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. **No other representations concerning the legal effect of this document have been made to me.**

Signature of Minor Participant's Parent/Guardian: _____

Minor Participants Names: _____

Name of Minor Participant's Parent/Guardian (Print): _____

Parent/Guardian phone number: _____

Parent/Guardian address: _____

Second Parent/Guardian name and phone number: _____

Date _____

Emergency Contact Info:

Hitching Post Ministries

Please check one:

<u>Mentor:</u>
<u>Volunteer:</u>
<u>Session Child:</u>
<u>Parent:</u>

CONSENT TO EXAMINATION AND/OR TREATMENT OF MINOR PARTICIPANT

In the event of an accident, the undersigned, parent(s) of the participant (minor), do(es) hereby consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said applicant or minor under the general or specific instruction of any

physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage Hitching Post Ministries and its volunteers and staff, and such physician to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospitals, ambulances and other medical charges reasonable and necessarily incurred.

This form grants temporary authority to a designated adult to provide and arrange for medical care for the child/adult listed below in the event of an emergency. This form will be kept on the property of Hitching Post Ministries and will be easily accessible.

Signature of Minor Participant's Parent/Guardian No. 1: _____

Date _____

Signature of Minor Participant's Parent/Guardian No. 2: _____

Date _____

Full Legal Name:

Home Address:

Date of Birth:

Mother's Name & Cell #:(if minor)

Father's Name & Cell #: (if minor)

Emergency Contact Name & Phone #:

Information for Medical Treatment:

Any Environmental or Medication allergies:

Epi Pen usage: (please explain what to look for if needed)

Any other significant medical information:

Physician's Name and Location of Practice & Phone #:

Medical Insurance
