

TIMBER RIDGE CAMP EQUINE WAIVER AND RELEASE OF LIABILITY

This WAIVER and RELEASE of LIABILITY is made and entered into on this _____ day of _____, _____, by and between the Indiana Association of Seventh-day Adventists, Inc. d/b/a Timber Ridge Camp (hereinafter "TRC") and _____ as camper, and, if camper is a minor, camper's parent or guardian, _____ (referred to collectively herein as "PARTICIPANT"). In return for and in consideration of PARTICIPANT'S participation in TRC'S equine activities now and in the future, PARTICIPANT, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. **Inherent Risks.** There are significant elements of risk in any adventure, sport or activity associated with horses; horse drawn equipment and/or saddle animals including but not limited to horses, mules and donkeys (referred to herein as "activity") and the use of any equipment therewith. The undersigned acknowledge(s) there are inherent risks associated with equine activities 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, such as failing to maintain control over the animal or not acting within such participant's ability.
2. PARTICIPANT acknowledges that horses, by their very nature are unpredictable and subject to animals whim, which may include behavior including, but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. PARTICIPANT assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from.
3. PARTICIPANT agrees to abide by and follow TRC'S rules and regulations which shall be posted and/or available from time to time.
4. PARTICIPANT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of PARTICIPANT. PARTICIPANT shall assume risks therefore and warrants that a full and fair disclosure of PARTICIPANT'S abilities has been made to TRC.
5. PARTICIPANT agrees to hold TRC and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, volunteers and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of PARTICIPANT'S use of or presence upon TRC'S equines, property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
6. PARTICIPANT agrees to indemnify and defend TRC against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of or presence upon the TRC'S equines, property and facilities.

7. In the event PARTICIPANT is using PARTICIPANT'S own horse, or a horse(s) not owned by TRC, PARTICIPANT warrants said horse(s) shall be free from infection, contagious or transmittable diseases. TRC reserves the right to refuse access or use of any horse upon the premises that does not appear to TRC to be in good health, or is deemed dangerous or undesirable.

8. Participant agrees that if medical treatment of any type or kind be required by or for Participant, that Participant or Participant's personal insurance company shall pay for all expenses incurred for such medical treatment including but not limited to services provided by hospital, doctors or clinics and Participant shall indemnify and hold TRC harmless for all related medical expenses.

WARNING

Under Indiana 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.

_____ Date
Camper's Signature

_____ Date
Parent or Guardian's signature if Camper is a minor

Responsible Party/Emergency Contact Information:

Name _____ Relationship _____

Phone _____ Address _____

Medical Release

If an emergency occurs or in the event of an accident, injury or illness and I (we) cannot be contacted, I (we) do allow our self (our child) to be treated by emergency personnel, some physician, hospital or other certified medical personnel.

Signature _____ Date _____
Parent or Guardian if Camper is a minor

Revised 12/8/2017