

Name: _____ Date: _____

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

I, the undersigned participant, hereby agree to the provisions of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“this Agreement”) with LyonHeart Equine Assisted Learning, (the “Equine Professionals” and the “Owners”), on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. I agree to follow all instructions given or rules established by the Equine Professionals or any of the Equine Professionals’ employees, independent contractors, or other agents concerning my use of any equine or of any equipment or gear provided by the Equine Professionals.
2. I have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to, or result in **SERIOUS INJURY, DEATH,** or property damage (the “Risks”), regardless of previous training and past performance of the equine and inherent risks involved in working with equines including but not limited to the following:
 - (a) Propensity of equine to bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person’s feet, push or shove without warning.
 - (b) Unpredictability of equine to react to sounds, sudden movements, and unfamiliar objects, persons, or other animals.
 - (c) Scratches or other injuries from trees, bushes, stalls or enclosures.
 - (d) Scratches or other injuries from grooming tools and other equine equipment.
 - (e) Allergic reactions to animals, hay, or other allergens.
 - (f) Tripping in holes or on material or equipment.
 - (g) Slipping, falling, or otherwise being injured in the barn, stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.
 - (h) Cold weather and heat related injuries and illness including but not limited to frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 - (i) Attack by or encounter with insects, reptiles, or other animals.
 - (j) Hazards such as surface and subsurface conditions.
 - (k) Collisions with other equines or objects.
 - (l) Entangling in tack, harness or other equipment used in an equine activity.
 - (m) Acts, occurrences, or elements of nature that can scare an equine.
 - (n) Negligent acts by a participant which may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within his or her ability.
3. I have full and complete notice and understanding that this Agreement and all equine activities provided by the Equine Professionals are governed by the Nebraska Equine

Initials _____

Liability Law (§25-21,249 to 25-21,253), as maybe in effect from time to time (“the Law”). All terms defined by the Law and used in this Agreement shall have the same meaning as set forth in the Law. This Agreement shall be construed to provide the Equine Professionals with the fullest protection of a release, waiver of right to sue, and assumption of all risk that is afforded by the Law.

4. I hereby RELEASE and WAIVE all rights I may have or may hereafter have against the Equine Professionals and/or the Owners for death, personal injury or property damage that is in any way associated with the Risks or otherwise covered under the Law. I hereby WAIVE any right to sue or to bring any action against the Equine Professionals and/or the Owners in connection therewith including any negligent act or omission by either of them or by any of their employees, independent contractors, or agents. I hereby agree to INDEMNIFY the Equine Professionals and/or the Owners from and against any such suit or action and agree to pay any attorney fees which may arise if any such suit or action is filed. I hereby expressly ASSUME ALL RISKS of death, personal injury and property damage that are in any way associated with the Risks or otherwise covered under the Law.
5. I hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.
6. I hereby authorize and consent to the publication of any photographs and written reflections of participants for educational presentations, research, and marketing materials.
7. To the extent possible, this Agreement shall be construed in such manner as will render each provision fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
8. If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is in fact the legal parent or guardian of such minor, with full rights of custody and control; and that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his/her heirs, personal representatives, successors and assigns. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.
9. Each and every right and benefit of the Equine Professionals and/or the Owners hereunder (including without limitation every waiver, release, and indemnification) shall also accrue to the benefit of each officer, agent, employee, independent contractor, director, shareholder, member, partner, heir-at-law, personal representative, successor, and assign of the Equine Professionals and the Owners.
10. I certify that I have adequate insurance to cover any injury or damages that may be caused or suffered while participating, [or I have sufficient funds to cover the medical expenses]. My insurance company is: _____ Policy number: _____. I further certify that I have no medical or physical condition that could reasonably interfere with my safety in this activity.

Initials_____

I HAVE FULLY READ AND FULLY UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE OF THE OWNER'S EQUINE AND/OR PARTICIPATION IN EQUINE ACTIVITIES. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE EQUINE PROFESSIONALS, THE OWNERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENTS FROM ALL CLAIMS. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE EQUINE PROFESSIONALS OR THE OWNERS FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I ACKNOWLEDGE THAT I HAVE A COPY AND HAVE A FULL AND COMPLETE UNDERSTANDING OF THE NEBRASKA EQUINE LIABILITY LAWS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS AGREEMENT AS A CONDITION TO ALLOWING ME OR THE MINOR PARTICIPANT TO HANDLE AN EQUINE. I AM SIGNING THIS DOCUMENT FREELY, VOLUNTARILY, AND WITHOUT ANY COERCION.

WARNING

Under Nebraska 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 sections 25-21,249 to 25-21,253.

**Adult Participant/Parent/Guardian/
NAME, ADDRESS, AND PHONE
NUMBER (Please Print):**

**Minor Participant(s) Names:
(17 & Under)
(Please Print All the Children's
Names in the same family)**

Signature of Adult/Parent/Guardian

Date: _____

Initials _____