

## GENERAL RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

Participant Name

Date of Birth:

(mo/day/yr)

Address \_\_\_\_\_

### EVERY PARTICIPANT IN ADVENTURES PROGRAM ACTIVITIES SHALL CAREFULLY READ THIS NOTICE BEFORE SIGNING. NO PERSON WILL BE ALLOWED TO PARTICIPATE IN THE ACTIVITY PRIOR TO READING AND SIGNING THIS RELEASE AND ACKNOWLEDGEMENT FORM.

TO: GLADE RUN LUTHERAN SERVICES AND ITS AFFILIATES ("GLADE RUN"), its directors, officers, agents, employees, and volunteers.

I am aware and understand that there are Inherent DANGERS, HAZARDS, and RISKS, (collectively called "RISKS") associated with Adventures Program Activities. I ACKNOWLEDGE that these inherent RISKS of Equine, Animal and Other Activities mean those DANGEROUS conditions that are an integral part of Adventures Activities. I freely accept and fully assume all the risks and the possibility of personal injury, death, property damage or loss for myself or for my child as a participant.

In consideration of Glade Run permitting the Participant to participate in the ADVENTURES PROGRAM ACTIVITIES, I on behalf of myself or my child as the Participant in my capacity as guardian and with the intent that this Release and Acknowledgement be binding on myself and/or the Participant for all legal purposes agree to waive any and all claims that I and/or my child may have against Glade Run and to release Glade Run from any and all liability for any loss, damages, injury, or expense that the Participant may suffer as a result of participation in the activity.

Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving all legal rights, which I might have against Glade Run and which the Participant has against Glade Run. In the event of my death or the death of the Participant, by signing this Release and Acknowledgment, I am waiving all rights that my Legal Representatives or the Legal Representative of the Participant may have against Glade Run.

I, the undersigned, hereby certify that I am at least eighteen (18) years of age and I am fully capable of understanding and appreciating the risks involved with equine activities.

Warning: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.

### HORSE RIDING / TRAIL RIDES / LESSONS / CARRIAGE RIDES **RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK.** AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

#### Express Assumption of Risk Associated with Horse Riding / Trail Rides / Riding Lessons / Carriage Rides and **Related Activities.**

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding / Trail Rides / Riding Lessons / Carriage Rides and Related Activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

- 1 Risk of injury from the activity and equipment utilized in Horse Riding / Trail Rides / Riding Lessons / Carriage Rides and Related Activities is significant including the potential for permanent disability and death.
- Possible equipment failure and/or malfunction of my own or others' equipment 2.
- My own negligence and/or the negligence of all others including employees, agents, independent contractors or representatives of Glade Run 3. Lutheran Services, including but not limited to operator error.
- 4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance
- The inability to predict and equine's (horse's) reaction to sound, movements, unfamiliar environment, objects, persons, or animals. 5.
- Natural hazards including but not limited to surface or subsurface conditions. 6.
- 7. Propensity for an equine (horse) to run, buck, 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 or apparent cause.
- 8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
- The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the 9 animal.
- 10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities. 11. Collisions with trees, brush, and other animals or objects.
- 12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
- 13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
- 14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
- 15. Attack by or encounter with insects, reptiles and/or animals.
- 16. Accidents or illness occurring in remote places where there are no available medical facilities.
- Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident 17.
- My sense of balance, physical coordination, and ability to follow instructions.

### \*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death

## **DECLARATION OF FITNESS TO RIDE**

I hereby declare that I am physically fit. I do not, and have not suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities;

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from the immediate vicinity.

I have read the above declarations, understand them, and agree to be bound by them.

In consideration for being permitted to participate in any way in Horse Riding / Trail Rides / Riding Lessons / Carriage Rides and Related Activities, I hereby agree, acknowledge and appreciate that:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, weather caused by negligence or otherwise, the following named persons or entities, herein referred to as relesees.

<u>Glade Run Lutheran Services / Glade Run Adventures</u> Owner (Company and/or Person)

- 2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or cause of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By excuting this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
- 3. By entering into the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in the Agreement

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I have read this Release Of Liability and Assumption Of Risk Agreement, and I fully understand its terms, and understand that I have given up legal rights by signing it, and I sign it freely and voluntarily without any inducement.

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Signature of Adult Participant

<u>S</u>/

Name of Adult Participant

Date

<u>S</u>/

Address of Adult Participant

For Participants of Minority Age: This is to certify that I, as a Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Relesees from any and all liabilities incident to his or her involvement in these programs for myself, my heir, assigns, and next of kin.

Name of Minor (Please Print)

Name of Parent or Guardian (Please Print)

Contact #

Address of Parent or Guardian

Signature of Parent or Guardian

# Authorization for Emergency Medical Treatment

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services or while being on the property of the Agency. I authorize Glade Run Lutheran Services and Glade Run Stables to secure and retain medical treatment and transportation needed.

Participant Name:		Phone:		
Address:				
In the event that I cannot	be reached contact:			
Name:	Relationship	):	Phone:	
Name:	Relationship	:	Phone:	
Physician's Name:				
Preferred Medical Facilit	y:			
Medical Insurance Co.: _		Polic	y #:	
	es x-rays, surgery, hospitali rovision will only be invok			rocedure deemed "life saving" ached.
Date:	Consent Signature:			
Print Name:		Participant Parent/Guardian (if under 18) Phone:		
Address:				
	on for emergency medical the being on the property of ake place.			
 Date:	Non-Consent Signature: _	Participant P	arent/Guardian (if under	18)
Address:				

# **Medical History For Participants with Physical Limitations** To Be Completed By Parent or Guardian and Signed by Physician

Participant Name:				D.O.B:	
Sex:	He	ight:	Weight:		
Diagnosis:					
Downs Syndrome?	Yes 🗆	No 🗆			
Cervical X-ray for A	tlanto-A	xial Sublu	xation: Pos $\Box$ Neg $\Box$ D	ate:	
Please Indicate Ai	ny Seco	ondary In	volvement:		
Visual	No 🗆	Yes 🗆			
Hearing	No 🗆	Yes 🗆			
Speech	No 🗆	Yes 🗆			
Peripheral Vascular Dise	ase				
	No 🗆	Yes 🗆			
Pain	No 🗆	Yes 🗆			
Medication	No 🗆	Yes 🗆			
If answering yes to any	of the be	low conditio	ns, a doctor's release will be nee	ded to narticin	ate for <i>mounted</i>
activities	or the be		ing, a doctor s release will be nee	ucu to particip	ate for mounica
Sensory Loss	No 🗆	Yes 🗆			
Muscular Contractures	No 🗆	Yes □			
Subluxing Hips	No 🗆	Yes 🗆			
Dislocating Hips	No 🗆	Yes 🗆			
Spinal Laminectomy	No 🗆	Yes 🗆			
Fractures	No $\square$	Yes □	Location:		
Flactures			Healed?	No 🗆	Yes 🗆
Seclieria	Na 🗆	Vac 🗆			
Scoliosis	No 🗆	Yes 🗆	Degree:	Type:	
Vhumbogia	Na 🗆	Vac 🗆	Date of Last X-Ray:	Trees	
Khyphosis	No 🗆	Yes 🗆	Degree:	Type:	
Lordosis	No 🗆	Yes 🗆	Degree:	Type:	
Hydrocephalus	No 🗆	Yes 🗆	Shunt?		
N. 1 <sup>1</sup> 10 <sup>1</sup>	N	NZ 🗆	Location:	NT 🗆	V.
Neurological Seizures	No 🗆	Yes 🗆	Controlled?	No 🗆	Yes 🗆
	N	NZ 🗆	Date of Last Seizure:		
Recent Surgery	No 🗆	Yes 🗆	Date:		
	NT -	¥7 —	Location(s):		
Skin and Soft Tissue	No 🗆	Yes 🗆	Locations:	NT —	<b>T</b>
	N. –	<b>.</b>	Healed?	No 🗆	Yes $\Box$
Pressure Sore(s)	No 🗆	Yes 🗆			
Spondylosis	No 🗆	Yes 🗆			
Spondylolisthesis	No 🗆	Yes 🗆			
Osteoporosis	No 🗆	Yes 🗆			
Heterotrophic	No 🗆	Yes 🗆			
Ossification					
Arthrodesis	No 🗆	Yes 🗆			

Additional Precautions	No 🗆	Yes 🗆	List:
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# **Mobility Status**

Can	participant	ambulate?
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No  $\Box$  Yes  $\Box$ 

### Assistance:

□ Independent	□ Minimal	□ Moderate	□ Maximal
□ One Person Assist	□ Two Person Assist		
Physical Aids:		□ Walker	□ Braces Type:
□ Other Aids □ Wheelchair	Please Describe: Please Describe:		- ) [ -
Can participant self propel	wheelchair	□ No	□ Yes

### Please list any additional information that might help us work with this participant.

□ I do not feel comfortable having my child/client participate in <u>mounted</u> activities. Please list contraindications:

□ I feel comfortable having my child/client participate in *mounted* activities. Please list precautions:

Parent/Guardian Signature:	Date:
Parent/Guardian Name (Please Print):	
Physician Signature:	Date:

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## GLADE RUN LUTHERAN SERVICES PHOTO/VIDEO/AUDIO IMAGE RELEASE FORM

I hereby grant to Glade Run Lutheran Services (hereinafter "Glade Run") the right to use and reproduce any and all photographs, video recordings and/or audio recordings taken of myself and my child in any form whatsoever to be used for the purpose of informing, educating and/or promoting the programs and services of Glade Run. I am giving this release in consideration for the rights granted herein and other good and valuable consideration, receipt of which I hereby acknowledge. I understand that myself and my child's image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein our images, voices and likeness appear. Additionally, I waive my rights and my child's rights to any and all royalties, residuals or other compensation arising from or related to the use of my image or recording. The images may be used in any manner or media without notifying me, including but not limited to, Glade Run or sponsored web-sites, publications and promotions. I agree that Glade Run is the exclusive owner of the portraits, pictures, video, film and/or audio recordings or quotations and all copyright and other rights related to them.

This is an irrevocable release. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

I hereby agree not to sue and irrevocably and unconditionally release, discharge and agree to save harmless Glade Run, its past, present and future parents, subsidiaries, affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually, including any firm or entity authorized to publish and/or distribute a finished product containing the images and/or audio from any and all manner of liabilities, claims, demands, damages or liability of any kind or nature which my child or I may ever have in connection with the taking and/or use of images and/or audio, including, but not limited to, photographs, portraits, video and audio recordings.

This release shall be binding on all of my successors-in-interest and heirs and my child's successorsin-interest and heirs. This release sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties. This release shall be governed by the laws of the Commonwealth of Pennsylvania and the parties hereby submit to the exclusive jurisdiction of the courts of Butler County, Commonwealth of Pennsylvania.

I permit Glade Run Lutheran Services to photograph, videotape, or record the sound of myself and/or my child's voice. When reproducing this photograph, videotape or audio, please use only:

## Please check one:

Glade Run Lutheran Services may use my first name and/or my child's first name only.

Glade Run Lutheran Services may use my full name and/or my child's full name.

\_ Please change my name and/or my child's name for publicity purposes.

If Individual is OVER 18 years of age:
Name:
Address:
Phone #:
If Individual is UNDER 18 years of age:
Name:
Address:
Phone #:
Parental/Guardianship Information: MUST BE COMPLETED
Name:
Relationship to Child:
Address:
Phone #:
<ul> <li>(Please check box if parent signing)</li> <li>This is to certify that I, as Parent/Legal Guardian have legal responsibility for the above named individual and I am authorized to sign this document.</li> </ul>

Before I have signed this Release, I have read it and I state that I understand it. I am aware that by signing this Release that I am waiving all legal rights, which I might have against Glade Run Lutheran Services and which my child may have against Glade Run Lutheran Services. I represent and warrant that all information I am providing to Glade Run on this release is valid, true and accurate. I certify that I am 18 years of age or older, that I am the legal guardian of the minor child identified above, and I consent and agree to all of the foregoing on behalf of myself and my minor child.

# THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGMNG BELOW.

**SIGNED** this \_\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_

ATTEST:

Witness

Signature of client or parent/Guardian (If individual is under 18)

\_\_\_\_\_

Print Name