

The PEGASUS RISING Project

VISITOR/PARTICIPANT/VOLUNTEER Agreement and Liability Waiver

WARNING: You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine based activities. By engaging in equine based activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

WITNESS THIS AGREEMENT on this _____ day of _____, 20__ by and between The PEGASUS RISING Project, hereinafter referred to as "PEGASUS RISING" and VISITOR/PARTICIPANT/VOLUNTEER, hereinafter referred to as "VISITOR/VOLUNTEER".

For good and valuable consideration received, and in return for my involvement with PEGASUS RISING as a VISITOR/VOLUNTEER, whether as a visitor of, or volunteer at, PEGASUS RISING and/or participant in any and all clinics, equine experiential health therapy sessions, and activities today or on any and all future dates with the people, horses, facilities and/or services of PEGASUS RISING, VISITOR/VOLUNTEER, VISITOR/VOLUNTEER's heirs, assigns, and representatives hereby agree as follows:

1. VISITOR/VOLUNTEER acknowledges there are inherent risks associated with equine based activities including without limitation those 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 unpredictable 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 VISITOR/VOLUNTEER to act in a negligent manner that may contribute to injury to the VISITOR/VOLUNTEER or others, such as failing to maintain control over the animal or not acting within such VISITOR/VOLUNTEER's ability.

VISITOR/VOLUNTEER acknowledges that horses, by their very nature are unpredictable and subject to animal whim and assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. VISITOR/VOLUNTEER agrees to abide by and follow PEGASUS RISING's rules and regulations as laid out herein and further acknowledges that the behavior of any animal is contingent to some extent upon the ability of VISITOR/VOLUNTEER. VISITOR/VOLUNTEER assumes all risks therefor and warrants a full and fair disclosure of VISITOR/VOLUNTEER's abilities has been made to PEGASUS RISING.

VISITOR/VOLUNTEER hereby agree to generally, fully and completely release PEGASUS RISING and its staff, volunteers, independent contractors, management, executives and members of the Board of Directors, as well as PEGASUS RISING's landlord, Joan Layte, individually, and dba Escondido Equestrian Center for Natural Horsemanship (collectively "EEC"), together with all others associated with PEGASUS RISING from any and all claims of any kind (known or unknown, suspected or unsuspected, past, present and/or future) whether for losses, costs, expenses and/or damages of any kind, including without limitation lost income, personal injury and medical expenses and/or property damage, arising for any reason whatsoever even if caused by the negligent acts or omissions of PEGASUS RISING, its staff, volunteers, independent contractors, management, executives, members of the Board of Directors and/or EEC.

2. VISITOR/VOLUNTEER agrees to hold harmless, indemnify and defend PEGASUS RISING, and its staff, volunteers, independent contractors, management, executives and members of the Board of Directors, as well as EEC, together with all others associated with PEGASUS RISING from any and all losses, costs, expenses, claims, demands, causes of action, damages, or judgments, including all reasonable attorney's fees and costs, which may in any way arise from or be in any way connected with VISITOR/VOLUNTEER's use, participation, activities, and/or presence upon any and all properties, wherever located, associated with or used by PEGASUS RISING.

3. VISITOR/VOLUNTEER agrees that any action brought with respect to this Agreement and/or VISITOR/VOLUNTEER'S involvement with PEGASUS RISING shall be brought within one (1) year of the date of the incident or accident giving rise to said claim and must be filed in North County, San Diego where PEGASUS RISING is located.

4. VISITOR/VOLUNTEER understands that this is a general release of all claims and hereby waives the protection of any and all applicable California and Federal statutes, including without limitation California Civil Code Section 1542, whose purpose, substance and/or effect is to provide that a general release shall not extend to claims or rights which the person giving the release does not know or suspect to exist at the time of executing said release.

Civil Code Section 1542 provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

After having read and understood the benefits of the foregoing statute, and having had the opportunity to seek independent legal counsel, VISITOR/VOLUNTEER hereby fully and completely waives the benefits of said statute.

5. VISITOR/VOLUNTEER

Agrees to:

- ◆ Abide by all current and future established policies and procedures with respect to his/her role, responsibilities and conduct within the organization.
- ◆ Be photographed and/or filmed for use and inclusion in promotional, marketing or other uses as determined solely by and for PEGASUS RISING Management.
- ◆ Contact the PEGASUS RISING the President & CEO Gary Adler ("CEO Adler") immediately should a horse get loose, appear hurt, ill or otherwise in distress, and/or if there is an urgent problem with the facility or injury of any staff, volunteers, participants or visitors on the property
- ◆ Visit PEGASUS RISING facilities only by scheduled appointment through CEO Adler.
- ◆ (Volunteer Caregivers Only) Attend his/her agreed upon sessions on time and find his/her own replacement should he/she not be able to uphold the agreed upon caregiving schedule, calling other active site caregivers until he/she is sure his/her session is covered. The only exception to this will be in case of true emergency, such as accident, injury or illness where he/she is unable to find a replacement, in which case he/she will call the Site Coordinator so a replacement can be found. Due to the high impact this has on the team as a whole, abuse of this guideline will not be tolerated.
- ◆ Redirect any questions, comments or requests from the facility owner and/or neighboring property owners/operators immediately to CEO Adler.
- ◆ Will provide a minimum of 2 weeks notice (14 days) should I decide to resign from the organization.

Will refrain from:

- ◆ Feeding the PEGASUS RISING horses or interacting with them in any but the designated fashion.
- ◆ Bringing any visitors, guests or pets onto the PEGASUS RISING properties, outside of approved events.
- ◆ Taking photography or videography or publishing any written, audio, photographic or video works of the therapy, horses, facility or people involved without the express written permission of PEGASUS RISING Management.
- ◆ Sharing any information regarding PEGASUS RISING, its staff, projects, plans or events to others, outside what is officially published by PEGASUS RISING. This includes publishing or disseminating any information (including via email, blogs, internet social networks such as Facebook or Myspace, websites, verbally or in any other fashion) that VISITOR/VOLUNTEER may be privy to in the care, service to or locations of the horses, therapy sessions, facilities or people involved with PEGASUS RISING or its subcontractors, including information about methods, management, strategy, associations or operations.
- ◆ Soliciting business from or using the contact information of PEGASUS RISING staff, volunteers, customers or donors, including public relations, fundraising, marketing or other business contacts or leads in any way except in the course of official PEGASUS RISING business.
- ◆ Smoking on the property or the use of any substance prior to or during VISITOR/VOLUNTEER's shift, including prescription and non-prescription drugs or alcohol, that might in any way impair the ability to perform my role safely.

NOTE: Violation of any of these policies may result in immediate termination from the Project.

PLEASE COMPLETE ALL INFORMATION:

Name: _____

Address: _____

Address: _____

Telephone: _____

Email: _____

Signature (FULL Legal Name) Date: _____