

VOLUNTEER LIABILITY RELEASE FORM

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact #1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EmergencyContact #2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned volunteer, in consideration of participating in any and all horse and animal care related activities, hereby forever releases and discharges Lone Oak Animal-Assisted Therapeutic and Educational Services (“Lone Oak”), its officers, directors, agents, volunteers, advisors and/or representatives in any location where horse and/or animal care related activities are conducted or horses and/or animal care property are used from any and all claims, rights, demands, actions, causes of action, expenses and damages of any kind which he or she may ever have, whether known or unknown. The undersigned further understands the risk involved in participating in volunteer activities to include serious injury or death and fully assumes said risk for any injury, loss or damage of any kind resulting from such associated activities. It is further understood that all volunteers should maintain a policy of insurance covering medical treatment and all related costs in the event of an injury as a result of participating in any and all Lone Oak activities and that should said volunteer choose not to maintain a policy of insurance that they are liable for medical treatment and all related costs in the event of an injury as a result of participating in any and all Lone Oak activities. Volunteers hereby agree to assume all expenses, medical, liability, or otherwise, arising out of any injury to them while participating in any horse or animal care related activity or event either at Lone Oak and understands that Lone Oak does not provide health, accident, or liability insurance to participants in horse or animal care related activities.

I acknowledge that I must treat the horses and other animals present at Lone Oak, team members, and fellow volunteers with respect and dignity and under no circumstances will any form of abuse be tolerated against any animal or person, be it physical, verbal or otherwise, and should said referenced events occur I will be asked to leave and will no longer be eligible to participate in any Lone Oak volunteer activities.

I further acknowledge that as a volunteer, I am not an employee, agent, or independent contractor of Lone Oak. I acknowledge and agree that the volunteer programs offered by Lone Oak are educational training programs for the benefit of the participants, and as such, the volunteer program is unpaid, and there shall be no expectation of any type of compensation from Lone Oak.

The person executing this Release acknowledges that there is a valid consideration for executing this Release. The invalidity of any statement or waiver of rights above under local, state or federal law does not invalidate any other statement or waiver of rights above. The undersigned acknowledges that they have read, fully understand and voluntarily agree to this Release and that no oral representatives, statements or inducements apart from this Release have been made to me.

If the volunteer is a minor or otherwise under a legal disability, this Agreement shall be signed by the volunteer’s parent or legal guardian. By signing, the parent or legal guardian agrees (i) to waive the parent’s, guardian’s, and participant’s right to sue Lone Oak or any other related parties, (ii) to assume, on behalf of the parent, guardian, and volunteer, the risks set forth in this Agreement, in addition to all other risks associated with coming into contact with horses or other animals, and (iii) to indemnify and hold harmless Lone Oak, their members, managers, employees, volunteers, agents, successors, assigns, and heirs from any loss, claim, suit, or judgment resulting from any injury, death, loss, or damage sustained or claimed by the volunteer, or the volunteer’s personal representative.

This Waiver shall be governed by the substantive law of the Commonwealth of Pennsylvania without giving effect to principles of conflicts of laws. If any provision of this Waiver is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Waiver shall remain in effect. The venue for any and all disputes arising from or related to this Waiver shall be the federal or state courts with jurisdiction over Lancaster County, Pennsylvania. If Lone Oak takes any legal or equitable action, including, without limitation, in the course of defending against an action brought by you or a third party, to enforce this Waiver or seek remedy for any breach thereof, Lone Oak shall be entitled to recover any and all costs and expenses incurred, including attorneys' fees, incurred in furtherance thereof.

**Medical Consent to Treat/Medical Consent to NOT Treat**

In the event that emergency medical aid/treatment is required by me for illness or injury while on any Lone Oak property or participating in any Lone Oak related activity \_\_\_\_\_\_\_**I DO \_\_\_\_\_\_I DO NOT** authorize Lone Oak to secure and obtain medical treatment and/or transportation if needed. (This authorization includes any treatment/procedure deemed “lifesaving” by a physician, hospital or other medical facility). This provision will only be invoked if emergency contacts listed above cannot be reached and Lone Oak must act on my behalf.

Any known medical conditions/allergies:

Current medications:

Physician’s Name: Physician’s Phone #:

**BY INDICATING YOUR ACCEPTANCE OF THIS WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND FULLY UNDERSTOOD ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**VOLUNTEER SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

As the Parent and/or Legal Guardian to the child or ward identified above, I represent that I have the legal capacity and authority to act for and on behalf of the named child or ward. I accept and agree to all of the terms and conditions of the above Waiver; and acknowledge that by signing below I bind myself, the child or ward, and any successors in interest to the terms of this Waiver.

Parent/Guardian Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_