



The Equine Healing Collaborative

CLIENT RELEASE OF LIABILITY

Waiver, Indemnification & Medical Authorization Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. IT CONTAINS A RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND BINDING ARBITRATION CLAUSE.

This Release of Liability, Waiver, Indemnification & Medical Authorization Agreement ("Agreement") is entered into by the undersigned participant ("Participant") in exchange for the privilege of participating in Mindful Equine Assisted Psychotherapy ("EAP"), the Course on Empathy, and/or any other programs or activities organized by The Equine Healing Collaborative, a California Nonprofit Benefit Corporation ("EHC"), and/or for presence on or use of any of the following properties (collectively, "EHC Facilities"):

The Rita Dunn Healing Center

350 San Benancio Road, Salinas, CA 93908

Flying Pig Ranch

10101 Equestrian Place, Salinas, CA 93907

Chez Serdip

3400 Bean Creek Road, Scotts Valley, CA 95066

Monterey Bay Horsemanship & Therapeutic Center

783 San Andreas Road, Watsonville, CA 95076

South San Jose Ranch

1011 Metcalf Road, San Jose, CA 95138

This Agreement covers all EHC animals, staff, volunteers, agents, programs, and activities at any EHC Facility or any other location where EHC programs are conducted. By signing below, Participant (and, if applicable, as parent or legal guardian on behalf of the minor identified herein) agrees to all of the following terms.

1. AGREEMENT TO FOLLOW DIRECTIONS

Participant agrees to observe and obey all posted rules, signage, and warnings at all EHC Facilities, and to follow any oral or written instructions given by EHC staff, agents, therapists, and/or volunteers at all times while on EHC property or participating in EHC programs.

2. NATURE OF ACTIVITY & INHERENT RISKS

Participant acknowledges and understands that Mindful Equine Assisted Psychotherapy and related EHC programs involve working with horses and other animals in an outdoor environment, which carries inherent and unavoidable risks that cannot be fully eliminated regardless of the precautions taken. These risks include, but are not limited to:

- Horses and other animals acting in unpredictable ways, including kicking, biting, bucking, bolting, rearing, striking, or trampling
- Falls from or around horses, fences, or other equipment
- Contact with animals, equipment, or natural terrain resulting in injury
- Exposure to natural outdoor hazards including wildlife (including venomous snakes), uneven terrain, weather conditions, and insects
- Injuries arising from the use of equine equipment including saddles, halters, lead ropes, and related tack
- Allergic reactions to animals, hay, dust, or other environmental elements
- Physical exertion beyond Participant's current fitness level

Participant acknowledges having read and understood the foregoing risks and voluntarily elects to participate in EHC programs. California Civil Code Section 1714.01 provides certain protections regarding equine activities, and Participant acknowledges notice of the same.

3. ASSUMPTION OF RISK

Participant voluntarily assumes full and complete responsibility for any and all risks of injury, death, property damage, or loss arising from or related to Participant's presence at any EHC Facility or participation in any EHC activity or program, whether caused by the actions or omissions of Participant, Participant's family members, EHC staff, volunteers, agents, other participants,

or the animals. This assumption of risk applies to known and unknown risks, including those arising from EHC's ordinary negligence.

4. RELEASE OF LIABILITY & WAIVER

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, Participant, on behalf of themselves and their heirs, assigns, personal representatives, and next of kin, hereby RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND HOLDS HARMLESS The Equine Healing Collaborative, each EHC Facility, and all of their respective owners, operators, officers, directors, employees, volunteers, agents, representatives, insurers, successors, and assigns (collectively, "Released Parties") from any and all claims, demands, losses, liabilities, damages, costs, or causes of action of any kind or nature — whether known or unknown, anticipated or unanticipated — arising out of or related to Participant's presence at any EHC Facility or participation in any EHC activity.

This release includes, but is not limited to, claims arising from the ORDINARY NEGLIGENCE of the Released Parties. Participant expressly waives the protections of California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This release does NOT apply to claims arising from EHC's gross negligence or willful misconduct.

5. INDEMNIFICATION

Participant agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims, causes of action, demands, damages, judgments, costs, expenses, and attorney's fees — including all litigation costs — that arise in any way from Participant's or Participant's family members' presence at any EHC Facility or participation in any EHC activity, except to the extent such claims arise from EHC's gross negligence or willful misconduct.

6. FEES & PROPERTY DAMAGE

Participant agrees to pay for all damages to EHC Facilities, equipment, animals, or property caused by any negligent, reckless, or willful act or omission by Participant or Participant's family members.

7. CONSENT TO PARTICIPATE & MINOR AUTHORIZATION

If Participant is signing on behalf of a minor, Participant represents and warrants that they are the parent or legal guardian of the minor named below and have full legal authority to execute this Agreement on the minor's behalf. Participant consents to the minor's participation in all EHC programs and activities and agrees to all terms of this Agreement on the minor's behalf.

Participant / Adult Name

Minor Child's Name (if applicable)

8. MEDICAL AUTHORIZATION

In the event of injury to Participant or any minor in Participant's care during EHC activities, Participant authorizes EHC staff, employees, volunteers, or representatives to arrange for all necessary emergency medical treatment, for which Participant accepts full financial responsibility. This authorization shall remain in effect throughout the duration of Participant's participation in EHC programs and shall include:

- The authority to seek appropriate medical treatment or attention, including that of a licensed physician, emergency medical technician, and/or hospital;
- The authority to authorize emergency medical treatment or medical procedures when Participant or a parent/guardian cannot be reached in time;
- The authority to make appropriate decisions regarding immediate health, safety, and shelter needs in an emergency.

9. PHOTOGRAPHY & MEDIA CONSENT

Participant grants EHC permission to photograph or record Participant (and any minor in Participant's care) during EHC activities for use in EHC's promotional, educational, or fundraising materials in print and digital formats, including social media and EHC's website, unless Participant specifically opts out by initialing below.

☐ I DO NOT consent to the use of my/my child's image or likeness in EHC media. Initials: _____

10. APPLICABLE LAW & ARBITRATION

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, except where prohibited by applicable law. The arbitration shall take place in Monterey County, California. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Nothing herein prevents either party from seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

11. GENERAL PROVISIONS

Severability: If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, oral or written, relating to the same subject matter.

Modification: This Agreement may not be modified except in writing signed by an authorized representative of EHC.

No Duress: Participant acknowledges that they are signing this Agreement voluntarily, free from pressure or duress, and has had a reasonable opportunity to review it and consult their own legal counsel.

ACKNOWLEDGMENT & SIGNATURE

By signing below, I confirm that I have read this Agreement in its entirety, I understand its contents including the release of liability, waiver of legal rights, and binding arbitration clause, and I agree to all of its terms voluntarily and without coercion.

Printed Name of Participant / Parent / Guardian

Date

Signature

Relationship to Minor (if applicable)

Emergency Contact Name

Emergency Contact Phone Number

Participant Date of Birth

Minor Child's Date of Birth (if applicable)

FOR EHC USE ONLY

EHC Representative Name

Date Received

EHC Representative Signature

Program / Session