

## AMY'S WISH WITH WINGS LIABILITY WAIVER AND RELEASE

Participant: \_\_\_\_\_

Date: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_

City, ZIP: \_\_\_\_\_

Work Phone: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_

I, the undersigned Participant, or parent or legal guardian of said Participant, if applicable, recognize that there are risks and dangers inherent in riding and interacting with horses, equines, and other farm animals. Therefore, by signing this Amy's Wish With Wings Liability Waiver and Release (hereinafter the "Release") below and engaging in activities and services provided by Amy's Wish With Wings (hereinafter "Amy's"), I voluntarily agree to the following:

1. I acknowledge and understand that this Release shall be legally binding upon me, the undersigned, or my child and/or legal ward if applicable, and my heirs, estate, assigns, including all minor children, and personal representatives.

2. This Release is intended to be valid and binding at all times now and in the future, including but not limited to whenever Amy's permits me, or my child and/or legal ward if applicable, to directly or indirectly: enter Amy's property and/or premises, receive guidance from any Amy's associates, agents, or representatives, ride on any horses, equines, or farm animals, either on or off Amy's property, or am otherwise near any Amy's owned or leased horses, equines, or other farm animals either on or off Amy's property.

3. I acknowledge that horseback riding is a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse, equine, and other farm animal related activities, regardless of all feasible safety measures which could be taken, and I agree to assume the risk of such dangers. I further understand that horses are five to fifteen times larger than an average human, twenty to forty times more powerful, three to four times faster, and that falls from a horse to the ground will generally be from a distance of 3.5 to 5.5 feet, with the impact of such a fall posing inherent risks or injury. I understand the inherent risks include, but are not limited to, the propensity of a horse, equine, or other farm animal to behave in ways that may result in injury, harm, death, or other loss to me or other persons on or near the horse, equine, or farm animal.

4. I acknowledge and understand that horseback riding is an activity which involves one much smaller and weaker predator (the human) trying to impose its will on, and become one unit of movement with, another much larger and stronger prey animal that has a mind of its own (the horse), and that the human and horse each have a limited understanding of the other. I further acknowledge the unpredictability of horses, equines, or other farm animals' reactions to sounds, sudden movements, unfamiliar objects, persons, or other animals. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival

instincts which may include, but are not limited to, stopping short; spinning around; changing directions and/or speed suddenly and/or unexpectedly, shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I further understand the hazards of potential surface or subsurface conditions; collisions, encounters, and/or confrontations with horses, equines, or farm animals while either riding on or being nearby such horses, equines, or farm animals. I further understand I am not relying on Amy's to list all possible risks for me and that these are just some of the inherent risks involved. I acknowledge and agree to assume others exist that are not mentioned here.

5. I acknowledge the risk of another participant and/or student in the activities and/or services Amy's provides acting in a negligent manner that may contribute to injury, harm, death, or loss to me, my child and/or legal ward, if applicable, or to other persons, including but not limited to, failing to maintain control over a horse, equine, or other farm animal.

6. I agree on behalf of myself, and on behalf of my child and/or legal ward if applicable, that I or my child and/or legal ward have been fully warned and advised by Amy's that protective headgear and/or helmets, that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while horseback riding, handling, and/or being near horses. I further understand that the wearing of protective headgear and/or helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences. I acknowledge that Amy's has offered me, and my child and/or legal ward if applicable, protective headgear and/or helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I acknowledge that once provided, I will be responsible for properly securing the protective headgear and/or helmet on my or my child and/or legal ward's, if applicable, heads at all times. I understand I am not relying on Amy's and/or its associates, agents, or other representatives to ensure I am properly using the protective headgear and/or helmet.

7. I acknowledge that horses, equines, other farm animals, and other participants are capable of carrying and/or spreading infectious and/or contagious bacteria, viruses, and/or other communicable diseases, including but not limited to coronaviruses and/or COVID-19, that Amy's has no care or control over. I understand that Amy's will not be responsible if I, or my child and/or legal ward if applicable, become sick and/or ill due to any bacterial, viral, or other communicable disease infection, including but not limited to any coronaviruses and/or COVID-19. I further understand that I will not hold Amy's responsible for any preventative measures taken or not taken to minimize the spread of such bacteria, viruses, and/or other communicable diseases. I understand I am solely responsible for taking measures to prevent myself, or my child's and/or legal ward if applicable, from becoming sick and/or ill while on Amy's property. I expressly assume any risk, whether currently known or unknown, of becoming sick and/or ill that may or may not be caused due to participating in the activities and services that Amy's has provided me or my child and/or legal ward, if applicable.

8. FOR CONSIDERATION PROVIDED BY AMY'S WISH WITH WINGS, I AGREE TO WAIVE AND RELEASE AMY'S WISH WITH WINGS AND ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY CLAIM, DEMAND, OR CAUSE OF ACTION, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, AT THE TIME OF SIGNING THIS RELEASE, THAT COULD BE BROUGHT BY ME OR ON MY BEHALF OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO AND INCLUDING, BUT NOT LIMITED TO, THE RISKS DETAILED WITHIN THIS RELEASE. THIS WAIVER AND RELEASE INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH, OR PROPERTY DAMAGE CLAIMS OR CAUSES OF ACTION WHETHER RESULTING FROM MY NEGLIGENCE OR THE NEGLIGENCE OF AMY'S WISH WITH WINGS, INCLUDING BUT NOT LIMITED TO ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

9. FOR CONSIDERATION PROVIDED BY AMY'S WISH WITH WINGS, I AGREE TO INDEMNIFY AND RELEASE AMY'S WISH WITH WINGS AND ITS OWNERS, DIRECTORS, AND EMPLOYEES, AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS FROM ANY CLAIM OR CAUSE OF ACTION BROUGHT BY OR AGAINST ME OR OTHERS IN MY PARTY ARISING OUT OF OR RELATING TO ANY DAMAGE WHICH RESULTS FROM ANY RISK, INCLUDING BUT NOT LIMITED TO THOSE DETAILED IN THIS RELEASE. THIS INDEMINFICATION AND RELEASE INCLUDES ANY PERSONAL INJURY, TORT, WRONGFUL DEATH, OR PROPERTY DAMAGE CLAIMS OR CAUSES OF ACTION WHETHER RESULTING FROM MY NEGLIGENCE OR THE NEGLIGENCE OF AMY'S WISH WITH WINGS OR ITS OWNERS, DIRECTORS, AND EMPLOYEES AND THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

**WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

I, the undersigned, have read and do understand and agree to this Release and the above provisions. I understand that by signing this Release, I am giving up rights to sue today and in the future. If I did not fully understand what this Release means, I would not sign or participate in any services or activities provided by Amy's Wish With Wings until I had been advised by my own attorney. I am signing this Release while of sound mind and not suffering from shock, or under the influence of alcohol, drugs, or other intoxicants.

IN YOUR OWN HANDWRITING BELOW PLEASE WRITE: "I have read and understand this Release document and I am not under the influence of any intoxicating drug or alcohol."

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Protective Headgear/Helmet Consent

I, the undersigned, hereby consent to and authorize the use of provided protective headgear and/or helmet and assume full responsibility for my safety should I decide NOT to wear the provided protective headgear and/or helmet. I will follow the safety rules and regulations and recommended clothing and footwear. Minors under 18 years of age must wear the provided protective headgear and/or helmet in order to participate in any activities.

\_\_\_\_\_ I consent (Please initial)

\_\_\_\_\_ I do not consent (Please initial)

Photograph Release Consent

I, the undersigned, hereby consent to and authorize the use and reproduction of any and all photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program. If under 18 years of age, the PARENT or GUARDIAN must sign: \_\_\_\_\_.

\_\_\_\_\_ I consent (Please initial)

\_\_\_\_\_ I do not consent (Please initial)

Parent/Guardian Medical Treatment Consent (if applicable)

I, the undersigned, parent or guardian of the Participant, hereby consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said Participant under the general or specific instructions of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required but is given to encourage Amy's Wish With Wings, its staff, and such physician to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospital, ambulances, and other medical charges reasonably and necessarily incurred. This release shall be in full force and effect until it is withdrawn by Participant or Participant's parent or guardian, in writing. PARENT or GUARDIAN must sign: \_\_\_\_\_.

\_\_\_\_\_ I consent (Please initial)

\_\_\_\_\_ I do not consent (Please initial)

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

**If Participant is under 18 years of age:**

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE REGARDING INSURANCE:**

I, the undersigned, hereby acknowledge that Amy’s Wish With Wings is a non-participating provider with Medicare and all other insurance companies and **does not** direct bill; therefore, I am responsible for billing my insurance. I am also responsible for any charges that are not covered by my insurance carrier.

Signature: \_\_\_\_\_ (if under 18, parent or guardian must sign)

Date: \_\_\_\_\_

**LIABILITY RELEASE:**

I, \_\_\_\_\_, would like to participate in Amy’s Wish With Wings program. I understand and acknowledge the inherent risks and potential hazards of horseback riding and related farm animal activities, including not only physical risks of injury, but also risks of illness from bacteria, viruses, or other potentially communicable diseases, including but not limited to coronaviruses and COVID-19; however, I feel that the possible benefits to myself/my son/my daughter/my ward are greater than the risks assumed. I hereby, intending to be legally bound for myself, my heirs and assigns, executors and administrators, waive and forever release all claims for damages against Amy’s Wish With Wings, its Board of Directors, Instructors, Therapists, Aides, Volunteers and/or Employees, for any and all injuries and/or losses I/my son/my daughter/my ward may sustain while participating in Amy’s Wish With Wings programs.

Signature: \_\_\_\_\_ (if under 18, parent or guardian must sign)

Date: \_\_\_\_\_

**PHOTO RELEASE (initial box):**

I hereby consent to and authorize the use and reproduction by Amy’s Wish With Wings of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional print material, educational activities or for any other use for the benefit of the program.

I hereby **DO NOT** consent to and authorize the use and reproduction by Amy’s Wish With Wings of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional print material, educational activities or for any other use for the benefit of the program.

Signature: \_\_\_\_\_ (if under 18, parent or guardian must sign)

Date: \_\_\_\_\_

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**



**Risk/Benefit Assessment** of equine movement and therapeutic activities specifically for

**Student name:** \_\_\_\_\_

**Risk to Rider**

1. Possibility of contracting COVID-19 despite infection control measures taken by Amy's Wish With Wings.
2. Potential to fall from horse despite safety measures and equine training taken by Amy's Wish With Wings.

**Risk Potential**

\_\_\_\_\_ is at higher risk due to having and underlying medical condition.

\_\_\_\_\_ is at higher risk because he/she struggles to maintain social distancing.

\_\_\_\_\_ is at higher risk because he/she is unable to comply with wearing a mask.

\_\_\_\_\_ is at higher risk because he/she touches his face/mouth frequently, drools, ect....

**Risk to Others** (ex. allergies, drooling, touching face)

**Benefits to Rider**

1. Provides general exercise and gentle cardio workout.
2. Provides sensory stimulation in a rhythmic way which modulates the sensory system that helps to calm the overactive areas and stimulate the underactive areas.
3. Requires rider to maintain midline and balance in response to each unique step of the horse, with the added balance challenges provided by games and/or riding skill challenges.
4. Works on social interaction, engagement and command following.
5. Provides rider with a place to be normal and have fun.
6. Provides an activity that can be customized based on the abilities on that day.
7. Provides an opportunity to use both hands equally in activities.
8. During COVID-19 pandemic, the rider has fewer opportunities for social interaction, exercise, and cognitive challenge.

**After assessing the risk/benefit specifically for \_\_\_\_\_ and considering the infection control policies that have been put in place, Amy's Wish With Wings staff and parents both agree that the benefits outweigh the risks and that riding is appropriate at this time.**

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Our mission is to provide equine assisted activities for children with special needs.*

*Amy's Wish With Wings is a 501©(3) non-profit organization*