

### **PROJECT SOLOMON PARTICIPANT INFORMATION**

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"For I know the plans I have for you", says the Lord, "Plans for good and not for evil, plans to give you a future and a hope." Jeremiah 29:11				



### **PHOTO/VIDEO RELEASE**

I, (Print full name)

Do \_\_\_\_\_Do Not\_\_\_\_\_consent to and authorize the use of and reproduction by HopeWell Ranch and /or its representatives, of any and all photographs or any other audio/visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the programs. I further give permission to copyright, publish and/or resell photographic likenesses of me in which I may be included in whole or in part, for any lawful purpose including internet publishing. I hereby waive any right that I may inspect and/or approve the finished product or the use to which it may be applied.

I hereby release, discharge, and agree to save same from any liability by virtue of any blurring, distortion, alteration, optical illusion or any composite form, whether intentional or otherwise, that may occur or be produced in the taking of such picture/video or in any processing tending towards the completion of the finished product.

Signature: \_\_\_\_

\_\_\_\_\_Date: \_\_\_\_\_\_Date: \_\_\_\_\_\_

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650 North School Road Weidman, MI 48893 989-644-5965 or 989-289-0465

# **Risk and Liability Form**

1. Parties. The parties to this document are HopeWell Ranch and \_

(hereinafter "participant").

Please Print participant name here

- Apportionment of Liability. In consideration of participant being allowed to attend, participate in, or observe activities sponsored or conducted by HopeWell Ranch, or be present on the property on which HopeWell Ranch conducts its activities, participant does agree to hold harmless and release HopeWell Ranch, from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated even if due to negligence and/or other participant's acts or omissions. Participant does further agree to waive all rights which may otherwise arise from an injury to participant or participant's property, and shall not bring any claims, demands, legal actions or causes of action, against HopeWell Ranch, those persons described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of activities of HopeWell Ranch or participant's presence on or proximity to property used by HopeWell Ranch.
- **Indemnity.** Client agrees to be responsible for any and all damages, injuries, or loss of life caused by participant or a horse in the care, custody and control of participant, and to indemnify HopeWell Ranch and all parties described above, for any losses or expenses (including attorney fees) which they incur in connection with claims related to participant.
- **Risks.** According to the North American Horsemen's Association, numerous obvious and nonobvious inherent risks are always present in horseback riding and being around horses, despite all safety precautions. No horse is a completely safe horse. Horses are 5-15 times larger, 20-40 times more powerful and 3-4 times faster than a human. If a participant falls from a horse to the ground, it will generally be at a distance of 3-5 feet, and the impact may result in injury to the participant. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger. These risks exist for any person around a horse, whether mounted or on the ground. Participant acknowledges these risks and states that she/he is not relying on HopeWell Ranch to advise of all risks. Every precaution is taken but as stated above, there are risks.
- Acknowledgement and Assumption of Risks. Participant acknowledges that she/he bears responsibility for her/his safety and participant should not participate in any client activity unless she/he is confident that she/he can do so safely. Participation in equine activities with or conducted by HopeWell Ranch constitutes a knowing and voluntary assumption of all risks associated with equine activities involving HopeWell Ranch or being present on or using HopeWell Ranch property (including but not limited to inherent risks and the risk of negligence by HopeWell Ranch or others) which is a defense under Michigan law to any claim for injury or damage, and a bar to recovery.

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- **Helmet Use.** Participant acknowledges that wearing a properly fitted and secured participant riding helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 while riding, mounting, and dismounting and occurring as the result of a fall or other occurrence. HopeWell Ranch makes no representations as to the condition, effectiveness or suitability of any helmet it may allow a client to use. All helmet related risks are assumed by the participant. Every participant must wear a helmet during any riding activity at HopeWell Ranch.
- **Visitors.** Should participant bring to HopeWell Ranch any person who is not a party to an Equine Activity Liability Agreement with HopeWell Ranch, participant agrees to educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.
- **Safety Rules.** Participant agrees to follow such rules for safety as are attached or are subsequently provided to them or posted. Participant acknowledges that failure to follow HopeWell Ranch Safety rules or the directions of HopeWell Ranch's staff may put her/him at risk of, or increase the risk of, personal injury.
- **Premises Inspection.** Participant has inspected the ranch's premises and facilities and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for participant and any guests, or visitors they bring on the premises. All visitors of HopeWell Ranch are asked to stay outside of buildings unless permission is granted from staff.
- Other Terms. This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits of this agreement, including the release of legal liability, waiver of rights, indemnity and covenant not to sue, are intended to agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on HopeWell Ranch's behalf and the owner(s) of any horse, or other property used by HopeWell Ranch. This agreement shall be binding upon HopeWell Ranch, participant, and participant's heirs or estate, when signed by the parties. This agreement shall be binding upon HopeWell Ranch, participant, and participant's heirs or estate, when signed by the parties. If any clause, phrase, or work is in conflict with State Law then that single part is null and void. This agreement and acknowledgements shall remain in force until terminated by client through written notice to HopeWell Ranch at the address above. The General Court of Isabella County, Mt. Pleasant Michigan shall be the exclusive venue for any litigation between a participant and the parties described above.

#### 11. ADDENDUM: Coronavirus/COVID-19 and Bacterial infections-

- I acknowledge the contagious nature of the coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that HopeWell Ranch has put in place preventative measures to reduce the spread of Coronavirus/COVID-19.
- I further acknowledge that HopeWell Ranch cannot guarantee that I/or my child will not become infected with the Coronavirus/COVID-19.
- I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to, HopeWell Ranch staff, other participants, and their families.

• I voluntarily seek services provided by HopeWell Ranch and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

- I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- I have not traveled internationally within the last 14 days.
- I do not believe I have been exposed to someone with suspected and/or a confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/COVID-19 and not yet cleared as noncontagious by state or local public health authorities.
- I am following the all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold HopeWell Ranch harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself, my child/ward, or property that may be caused by any act, or failure to act of the Ranch, or that may otherwise arise in any way in connection with any services received from HopeWell Ranch. I understand that this release discharges HopeWell Ranch from any liability or claim that I, my heirs, personal representatives may have against HopeWell Ranch with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from HopeWell Ranch. This liability waiver and release extends to HopeWell Ranch together with all Board of Directors, staff, volunteers, and other participants.

## WARNING

Under Michigan Law an equine activity or an equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks or equine activities.

I acknowledge that I have read and understand the above risks and liabilities.

Participant/Volunteer Signature			Date
Parent/Guardian Signature (if applicable)			Date
Address:			
City:	State:	Zip:	
Phone: ()		_	
Emergency Contact Person:			-
Phone #: ()			
HopeWell Ranch Signature:		Date:	

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