

Judy Weston-Thompson, LMFT, CEIP-MH
Equine Insight
700 E Street, suite 205
San Rafael, CA 94901
CA license#MFC23268
415-457-3800

EQUINE PARTICIPATION AGREEMENT

- 1) **Purpose of Agreement:** Participant wishes to engage in Equine Facilitated Psychotherapy, which will involve horses at liberty, the possible handling of said horses and optional riding in the specified Equine Insight arena or on the Indian Valley Stables adjacent trail. The Participant agrees to release and indemnify Judy Weston-Thompson and Equine Insight from all claims as set forth in this agreement.
- 2) **Payment Terms:** Payment is due at the time of your appointment pursuant to the Policies and General Information Agreement; this includes any insurance co-pays. Appointments not canceled prior to 48 hours notice will be charged the full fee.
- 3) **Property Damage:** Participant agrees that he/she will pay for any damage to Ms. Weston-Thompson's or Indian Valley Stables property cause by the Participant, or any of their guests, except for damage that is normal wear and tear.
- 4) **Consent to Medical Treatment;** In the event that the Participant is injured or appears to be injured during a treatment session, or the Participant is not conscious or appears to have impaired judgment at the time of such injury, Participant hereby authorizes Ms. Weston-Thompson and her employees and agents to consent to medical and/or dental care. The authorization granted by this section includes the authority to consent to any x-ray exam, anesthetic, medical diagnosis, surgical diagnosis, medical treatment, surgical treatment or hospital care under the supervision, and upon the advise of, a physician or dentist. Participant agrees to reimburse and hold Ms. Weston-Thompson harmless for the cost associated with such treatment, in the event that applicable health insurance does not fully cover the costs of such treatment.
- 5) **Safe Behavior Around Horses:** To prevent injuries, Participant agrees to follow carefully all instructions provided by Ms. Weston-Thompson regarding horse behavior and handling. Participant agrees to follow carefully all barn rules and equipment uses, including to wear appropriate barn attire as detailed by the Indian Valley Stables Barn Rules and suggested attire.
- 6) **Risk of Injury or Death to Participant;** Participant understands that horse-elated activities, even under supervision of an equine professional, are inherently dangerous and expressly assumes the risks associated with Participant handling, caring for or riding horses. Participant understands that horses are inherently unpredictable animals

and even the most docile horse may occasionally bolt, spook, buck, rear, kick, bite, pull back or otherwise act in such a way that may inure Participant or others, Participant expressly assumes all risks of engaging in horse-related activities pursuant to this Agreement including the risk that Ms. Weston-Thompson may appear negligent. On behalf of the Participant Parties, Participant agrees not to sue the Ms. Weston-Thompson Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with this Agreement.

- 7) **Trail & Arena Riding Risks;** Participant understands that riding horses in an arena, or unenclosed areas, is inherently dangerous. In particular, horses may become spooked by something in their surroundings, causing Participant to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or man made hazards, injuring horses and/or Participant. Participant understands that Ms. Weston-Thompson makes every effort to inspect and maintain her private arena area of Indian Valley Stable. Ms. Weston-Thompson does not inspect or maintain any trails or paths, and makes no warranty whatsoever regarding the safety of paths and trails. Participant understands and expressly assumes all risks associated with Arena or Trail Riding, including the risk that Ms. Weston-Thompson Parties may be negligent. Accordingly, Participant agrees upon behalf of the Participant Parties not to sue Ms. Weston-Thompson Parties or the owners of any land on which the horse activities take place, or otherwise make a claim against such parties in connection with any injury or death.
- 8) **Waiver of Unknown Claims:** Participant understands that applicable state laws or regulations may contain provisions designed to prevent Participant from waiving claims that are unknown to the Participant at the time Participant agrees to a waiver of claims. Participant agrees to waive all rights that Participant might otherwise have under such laws or regulations.
- 9) **Participant's Indemnification Agreement:** Participant agrees to defend, indemnify, and hold Ms. Weston-Thompson Parties harmless against all claims, demands and causes of action, including costs and attorneys fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Participant Parties or brought by others against Ms. Weston-Thompson Parties in connection with the Participant Parties, Participant guests or any action or inaction taken by such parties.
- 10) **Limitation of Ms. Weston-Thompson Parties Liability:** Under no circumstances shall the Ms. Weston-Thompson Parties, be liable to the Participant Parties, or any other parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on Ms. Weston-Thompson Parties' liability set forth in this Agreement, under no circumstances shall the Ms. Weston-Thompson Parties liability pursuant to this Agreement exceed the total amount of compensation actually received by Ms. Weston-Thompson pursuant to this Agreement.
- 11) **Assignment or Transfer:** No party may assign or transfer this Agreement without the prior written consent of the other parties.

- 12) **Entire Agreement:** This Agreement contains the entire agreement among the parties. And modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 13) **Attorney Fees and Other Expenses:** In any legal action brought in connection with this Agreement, the prevailing party will be entitled to prompt payment from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses: will include the following costs actually incurred by the prevailing party: Attorney fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating expenses, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.
- 14) **Severability:** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications for this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provisions as may be possible and be legal, valid and enforceable.

Thank you for your time and attention to these necessary legal documents. We appreciate your compliance. Please keep this form for your records and return the signature page to Ms. Weston-Thompson for her files.

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By signing this document I state that I have read, understand and accept, the contents of the Equine Participation Agreement and retained a copy of them for my files.

PARTICIPANT(s) - PRINTED NAME

PARTICIPANT or PARENT/GUARDIAN SIGNATURE

DATE

SECOND PARTICIPANT (where applicable) PRINTED NAME

SECOND PARTICIPANT - OR - SECOND PARENT/GUARDIAN SIGNATURE DATE