

DIVINE INTERACTIONS EQUINE FACILITATED WELLNESS, LLC

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Equine-Assisted Activities Liability Release Form

I accept the following agreement with Divine Interactions Equine Facilitated Wellness, LLC., a Pennsylvania limited liability company (hereafter referred to as the "Company"), and Shanna L. Aughenbaugh, MA, NCC, LPC, CCTP, as a condition for allowing me, the person(s) identified below, to participate in equine assisted psychotherapy and learning activities, horsemanship/horseback riding lessons, pony rides, and/or any other equine assisted activities (hereafter referred to in this document as "Activities").

Contracting Party (Must be age 18 or older or Parent/Guardian): _____

Address: _____

Primary Phone #: _____ E-mail Address: _____

The Contracting Party also makes agreement on behalf of their following minor children or court appointed legal ward(s):

Name(s)	Date(s) of Birth

This Release is intended to be valid and binding at all times – now and in the future- when the Company permits me to engage in any or all of the Activities.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to participate in any or all of the Activities, now and/or in the future.
2. I understand that anyone engaging in the Activities can suffer bodily and other injuries. Participation in the Activities involves certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in the Activities, and I agree to assume them. I am not relying on the Company to list all possible risks for me.
3. As consideration for the Company allowing me to engage in the Activities at any time and at any location, I agree to assume full responsibility for any and all bodily injuries, losses, or damages that I may sustain. I, for my heirs, administrators, personal representatives, or assigns, **release and discharge**, DIVINE INTERACTIONS EQUINE FACILITATED WELLNESS, LLC and SHANNA L. AUGHENBAUGH, MA, NCC, LPC, CCTP from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
4. I agree to indemnify and hold DIVINE INTERACTIONS EQUINE FACILITATED WELLNESS, LLC and SHANNA L. AUGHENBAUGH, MA, NCC, LPC, CCTP against all damages which are sustained or suffered by any third persons. The indemnification shall include reimbursement of the Company's attorney fees.
5. I understand that the Company always recommends that I seek the advice of a physician, and many of the Activities pose special physical risks to the participant and even to the volunteer. I want the program to be aware of the following physical and/or mental health conditions I have that may affect my ability to safely handle, ride, and/or interact with equines:

6. DIVINE INTERACTIONS EQUINE FACILITATED WELLNESS, LLC will provide me with an equestrian safety helmet that is ASTM-standard and SEI-certified for use when riding, handling, and/or interacting with horses at my request. I understand that neither the Company nor its business associates can guarantee the suitability of any provided helmet. I also understand that if I am over the age of 18 I may refuse to wear an ASTM/SEI certified helmet.

WARNING: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

It is mutually understood and agreed that the waiver and liability release set forth in this document constitutes a waiver of liability beyond the provisions of the Pennsylvania Equine Activity Act. By signing this release, I agree not to bring any claim or suit against the Company or persons or entities working on behalf of or affiliated with the Company on the basis of any exception in that law. Furthermore, this waiver and liability release agreement is made and entered into in the Commonwealth of Pennsylvania and shall be enforced and interpreted under the courts and laws of the Commonwealth of Pennsylvania.

Signature of Contracting Party: _____ Date: _____