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92-0176932

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

I, _____, voluntarily sign this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this "Release") in exchange for the ability to participate in equine and non-equine activities and therapies with Equine Assisted Therapy of Alaska, an Alaska nonprofit corporation ("EATA").

1. **Initial Matters.**

1.1 **Operations of EATA.** EATA operates on land owned by the Municipality of Anchorage ("MOA"), at the campus William Clark Chamberlain Equestrian Center, a public equine event center ("WCCEC"). Some of the activities are conducted in the EATA-Mabry Equidome. The Anchorage Horse Council, an Alaska non-profit corporation ("AHC") has a management role over a portion of the WCCEC. Some EATA activities may take place on land managed by EATA, AHC or the MOA, including WCCEC's adjacent 320-acre park.

1.2 **Parent/Minor/Guardian Authorization.** **If I am the parent or legal guardian of the minor (i.e., under 18 years of age) named at the end of this document (the "Named Minor"), I agree to the terms of this Release on behalf of the Named Minor and affirm that my agreements, acknowledgements, and releases herein extend to and are explicitly made on behalf the Named Minor.**

1.2.1.1 **Assumption of Inherent Risks in Equine Activities and Involvement with EATA.** I acknowledge and understand that while participating in an equine activity or volunteer opportunity with EATA, I may encounter inherent risks to my physical and/or emotional health and safety and these inherent risks include, but are not limited to, the following: the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, slipping or falling, that may result in an injury, harm or death to persons or property on or around them, or to other animals around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals or trail or weather conditions; collisions with other animals; the limited availability of emergency medical care; certain hazards such as surface and subsurface conditions and the possibility that some of the activities that I may participate in will be undertaken in natural areas such as through trails on or adjacent to WCCEC and that there may be natural hazards such as trees, tree stumps, branches, debris, mud, rocks, wildlife and other items that may cause injury or death; and the potential of another participant, professional, volunteer or person to act in a negligent manner that may contribute to injury to the participant or others, including without limitation, by failing to maintain control over an equine.

I acknowledge and understand that I am ultimately responsible for my own safety while participating with EATA. I acknowledge and understand despite efforts to promote safe activities and participation, EATA's directors, officers, employees, volunteers, and representatives may engage in negligent acts or omissions, including but not limited to giving incorrect or incomplete instructions, failing to give adequate warnings, and miscalculating a participant's and/or an equine's capabilities. I further acknowledge and understand that the risks outlined above contribute to the enjoyment of the equine activity or volunteer opportunity. I understand that such inherent risks cannot be eliminated from the activity and acknowledge that I am choosing to participate despite these risks.

3. Express Assumption of All Risks Associated with Participation in EATA Activities. I understand and assume all inherent risks, known and unknown, that are or may be associated with participation in an equine activity or volunteer opportunity with EATA, including serious accident, damage, injury, illness, death or loss, including without limitation, property damage, bodily and personal injury, mental or physical condition or death to myself and others for whom I am responsible.

4. Specific Acknowledgment of Alaska State Statute. I acknowledge that I have read and am familiar with Alaska Statute 09.65.145, which provides, in part, that "(b) Except as otherwise provided in this section, a person, and the personal representative of a person, who suffers an injury or death resulting from a livestock activity may not recover civil damages for the injury or death from a livestock activity sponsor, livestock professional, or livestock activity participant, or the agents or employees of a livestock activity sponsor, livestock professional, or livestock activity participant." I explicitly acknowledge and agree that the services and activities provided by or with EATA are considered a livestock activity and I assume all risk associated with these activities.

5. Release and Waiver of All Claims, Including Claims for NEGLIGENCE, and Indemnity. In consideration for participating in equine and non-equine activities and therapies in whatever capacity I may participate, I hereby voluntarily release, forever discharge, waive, and agree to indemnify and hold harmless EATA, AHC, WCCEC and the MOA, and all directors, officers, agents, employees, affiliates, successors, assigns, of these entities ("Released Parties") **from any claims, demands, causes of action, liability, or injuries, of any kind, including death**, by myself, my heirs, assigns, personal representative, my estate, or my family, including claims for loss, expense, damages, punitive damages, attorney fees, loss of companionship, or support of family, occurring during, or as a result of participation in, or transportation to the activities and my participation. It is my intent to release all liability **including any claims which arise out of or allege NEGLIGENT acts or omissions of the Released Parties including NEGLIGENT acts or omissions of the Released Parties not related to the inherent risks of participation**. I also waive any claims I might have for breach of contract or warranty for statements or representations made outside of this Release.

6. Indemnity Agreement. I further agree to pay and/or reimburse the Released Parties for any personal accident, damage, injury, illness, death, loss or costs incurred by or for them; to hold them harmless from and to defend all claims and suits for accident, damage, injury, illness, death or loss sustained by any person, including myself and others for whom I am responsible, caused or alleged to have been caused directly or indirectly by an act, omission, accident, occurrence, condition, negligence or gross negligence arising out of equine and non-equine activities and therapies with EATA or on the WCCEC or its adjacent 320-acre



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park premises. This promise applies even if the claims are based on the negligence or gross negligence of the Released Parties.

7. Miscellaneous. I agree that this Release is intended to be interpreted as broadly as possible, and that if any portion of this Release is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that this Release constitutes the entire agreement between myself and EATA. I further agree that this Release can only be modified in writing signed by myself and EATA, and that it cannot be modified by any written or oral representations or statements made outside of this Release. I agree that any dispute concerning this Release or my attendance at or participation in an event held EATA will be governed by Alaska law and will occur in the Superior Court of the Third Judicial District in Anchorage, Alaska.

- I am signing this Release for myself only.
- I am signing this Release for myself and a Named Minor.

I AM 18 YEARS OLD OR OLDER. I HAVE READ THIS RELEASE IN FULL AND UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS RELEASE. THIS RELEASE IS BINDING ON ME AND MY SUCCESSORS AND ASSIGNS. **BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT OR KILLED OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN AN EQUINE ACTIVITY WITH EATA I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST EATA OR OTHER PARTIES IDENTIFIED HEREIN ON THE BASIS OF ANY CLAIM WHICH I HAVE RELEASED HEREIN.** I SIGN WILLINGLY, VOLUNTARILY, AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT I MAY HAVE. IF I HAVE INDICATED THAT I AM SIGNING FOR MYSELF AND MINORS, I UNDERSTAND THIS RELEASE IS ALSO BINDING ON THE INDICATED MINORS.

Signature: _____ Date: _____

Printed Name: _____

Additional Signature for Adults Signing for a Minor:

Named Minor

Name: _____ Date of Birth: _____

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement.

Signature (Parent or Guardian): _____ Date: _____

Printed Name (Parent or Guardian): _____