

Dr. Margaret Baier

PhD., LMFT

Baier Equine Assisted Retreat, LLC

1000 Sommerfeld Drive, Waco, Texas 76705

Release form for Equine Assisted Therapy

Baier Equine Assisted Retreat, LLC Release Form

ACKNOWLEDGEMENT AND ACCEPTANCE OF TREATMENT TEAM

Dr. Margaret Baier is a Licensed Marriage and Family Therapist with twenty-one years of experience working with individuals, couples and families, and ten years of experience in Equine Assisted Therapy.

Equine-Assisted Therapy is experiential, offering clients a unique opportunity to be both emotionally, cognitively, and physically involved in his or her own development and progress. Participants learn about themselves and others by participating in activities with the horses, peers, and therapists.

Baier Equine Assisted Retreat, LLC provides Equine Assisted Therapy sessions. These sessions provide the opportunity for clients to gain deeper insights through interesting interactions with the horse. These interactions will serve as a reference point for better understanding and self-awareness.

While most experiences are exercises that take place from the ground, there may be special circumstances when horse-back is appropriate. If this should occur, a separate release form will need to be signed by the appropriate parties and on file.

EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF ALL RISKS AGREEMENT

This Equine Activity Liability Release, Waiver of Right to Sue, and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned (i) to Baier Equine Assisted Retreat, LLC, and Margaret Baier, Ph.D., LMFT, sole proprietor and (ii) owner of the land upon which the equine activity to which this Agreement relates is conducted ("owner"), and (iii) to each partner, officer, agent, employee, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who also shall be included within the words "sponsor" or "owner" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the sponsor and each owner to the undersigned (including any minor in whose behalf the undersigned signs this Agreement) (the "participant") for the enjoyment of equine activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

Initial ____

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1. This Agreement is given in part under the Texas Equine Limited Liability Act (Section 1. Title 4, Civil Practices and Remedies Code, Chapter 87. Liability for Equine Activities.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor and each owner the fullest protections of a release, waiver of right to sue and assumptions of all risks that is afforded by the Act, by other applicable statutes and by general law.
2. The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to, or result in the death or personal injury of the participant, or damage to the participant's property (the Risks"). These risks include, but are not limited to: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions, (iv) collisions with other animals or objects, (v) the potential of participant acting in a negligent manner that may contribute to injury to the participants or others, such as failing to maintain control over the equine or not acting within the participant's ability; (vi) the propensity of an equine to behave in dangerous ways or to trip and/or fall, (vii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions, (viii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under, or protruding from the surface both latent and patent; (ix) the hazards which rocks, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeably present, (x) the dangers of being struck by an equine, (xiv) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and (xi) all other risks associated with horses, [handling horse,] and related activities.
3. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor and each owner for injury, loss, damage or death which is in any way resulting from the intrinsic dangers of equine activities and/or associated with Risks enumerated in Paragraph 2 above; he does hereby WAIVE his right to sue or to bring any action against the sponsor and each owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor and each owner from and to HOLD the sponsor and each owner HARMLESS against any such suit or action including reimbursement of legal fees associated with the defense of any claim; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of injury, loss, damage or death which are in any way resulting from the intrinsic dangers of equine activities and/or associated with the Risks enumerated in Paragraph 2 above, including an act or omission that constitutes negligence for the safety of the participant by the sponsor, any owner, or any other person.

Initial ____

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4. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of equine activity.
5. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the sponsor.
6. To the extent possible, the Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
7. If the Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on this own behalf.
8. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant and the undersigned.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE, AND ASSUMPTIONS OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL, ANY OWNER, OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION CONNECTIONS THEREWITH.

Print name: _____

Signature: _____ Date _____

FOR MINORS UNDER 18 YEARS OF AGE

Printed name of minor _____

Printed name of Parent or Legal Guardian _____

Signature of Parent or Legal Guardian _____

Date _____

Initial