Living Water Equine Services

WAIVER OF CLAIMS AND RELEASE FROM LIABILITY

# (All Participants and Parents must read & sign!)

The undersigned, in consideration of being permitted to participate **in all activities** including but not limited to **equine lessons, camps,** **air soft, and other recreational activities** for educational/recreational purposes at 11056 FM 326, Angelina County, Lufkin, Texas, and hereby irrevocably, personally and for his or her heirs, assigns and legal representatives **release and waive any and all** **past, present or future claims**, demands, and causes of action which the undersigned now has or may in the future have against Living Water Equine Services of Lufkin, Texas. its members, representatives, officers, agents, employees, and each of them, for any and all past, present, or future loss of or damage to property and/or bodily injury, including death, however caused, resulting from, or arising out of or in any way connected with the aforementioned activity for educational/recreational purposes.

The undersigned covenants not to cause any action at law or in equity to be brought or permit such to be brought in his or her behalf, either directly or indirectly, on account of loss of or damage to property and/or bodily injury, including death, against any of the aforesaid parties however caused, resulting from, arising out of or in any way connected with the aforementioned activity, and agrees to save, indemnify, hold harmless, and defend at his or her sole expense, any and all of the aforesaid parties from any claims, demands, and causes of action which now or in the future be asserted against the aforesaid parties arising out of or by reason of said activity described above, including any incident, injury, loss, or damage that might occur at any place in connection therewith.

The undersigned further states and affirms that he or she is aware of the fact that the aforesaid activity, even under the safest conditions possible, may be hazardous; that he or she assumes the risk of any and all loss of or damage to property and/or bodily injury, including death, however, caused, resulting from, arising out of or in any way connected with the aforementioned activity; that he or she is of legal age and is competent to sign this Waiver of Claims and Release from Liability; and that he or she has read and understands all of the provisions herein contained.

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

Parent/Guardian Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: HM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIVING WATER EQUINE SERVICES 11056 FM 326, LUFKIN, TEXAS 75901, PHONE: 936-635-8356

**Authorization for Emergency Medical Treatment**

**Participant, Staff, Volunteer**

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent /Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hm Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physicians Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Preferred Medical Facility\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Carrier\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allergies to Medicines: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Medications\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In the event of an emergency contact:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relation\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relation\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relation\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe any medication conditions requiring special treatment. Name and describe:

In the event emergency, medical aid/treatment is required due to illness or injury during the process of receiving services or while being on the property of the agency, I authorize Living Water Equine Services to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the individual or agency involved in the medical emergency treatment.

**Consent Plan :** This authorization includes X-ray, surgery, hospitalization, medication and any treatment procedures deemed “life saving” by the physician. This procedure will only be invoked if the persons named above cannot be reached.

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Consent Signature**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NON- Consent Plan:** I do not give my consent for emergency medical treatment in the case of illness or injury during the process of service or while being on the property of this agency. In the event emergency treatment is required, I wish the following procedures take place.

* Parent or guardian will remain on site at all times during any activities with Living Water Equine Services/ and or any of their camps or activities.
* In the event emergency treatment/aid is required, I wish the following procedure to take place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Consent Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 LIVING WATER EQUINE SERVICES 11056 FM 326, LUFKIN, TX. 75901, 936-635-8356

**Living Water Equine Services**

**11056 FM 326, Lufkin, Tx 75901**

**Phone 936-635-8356**

**Client and Volunteer Photographic Consent**

I hereby (check one) \_\_\_\_\_\_\_\_\_ Consent \_\_\_\_\_\_ Do NOT Consent

To give Living Water Equine Services the absolute right and permission to publish, copyright and use pictures, and video/audio recordings of me in which I may be included in whole or in part.

Please initial one below:

\_\_\_\_\_\_\_\_ May use my own name

\_\_\_\_\_\_\_\_ No name may be associated with my pictures

If the person photographed/videoed/recorded is under age 18, I certify that I am his or her parent or legal guardian and I give my full consent without reservation to the foregoing on his or her behalf.

Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/ Guardian Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Release of Liability and Informed Consent**

The undersigned hereby understands that as a participant who engages in an equine (horse) activity, he/she expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

This release shall give notice to the participant inherent risks of engaging in equine activities including (1) the propensity of an equine to behave in dangerous ways that may result in injury or death to the participant; (2) the unpredictability of an equine’s reaction to sounds, objects, movements, persons or animals; (3) the hazards of surface or subsurface conditions; (4) a collision with another object, animal or person; (5) the potential for participants to act in a negligent manner, to fail to control the equine or to not act within his/her ability. A release shall remain valid until expressly revoked in writing by a participant, or, if a minor the parent or guardian.

The participant further considers these risks to be offset by the benefits that may be received by visiting or working with the horses used by Living Water Equine Services. These benefits may include, but are not limited to increased self-esteem, confidence, personal awareness, character development, leadership skills, problem solving skills, social skills, and respect. Activities with horses can be highly therapeutic, educational and enjoyable.

The undersigned as a participant must give notice to Living Water Equine Services or an independent contractor hired by Living Water Equine Services to provide equine assisted activities of any prescription drug use or any health or physical condition that may have an effect on the participant’s ability to work with or around the horses prior to sessions. For safety reasons, a participant may not actively participate in sessions if they are under the influence of illegal drugs or alcohol. Living Water Equine Services staff reserves the right to deny participation at their discretion based on a judgement or determination that the participant would endanger himself, others or the horses during a session.

I hereby release Living Water Equine Services, Joy and Jeff Carpenter, their heirs and assigns, counselors, employees, board members, independent contractors and volunteers who work with them from my responsibility or liability for injury, loss, death, damages to person or property, including malpractice, resulting from equine activities and/or visiting the Living Water Equine Services property or extensions.

**NOTICE: UNDER TEXAS LAW CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE, AN EQUINE PROFESSONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERANT RISKS OF EQUINE ACTIVITIES.**

Participant (printed name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if participant is a minor)

LIVING WATER EQUINE SERVICES 11056 FM 326, LUFKIN, TX 75901, PHONE 936-635-8356

**Horses are to be respected, not feared.** However, there is an unavoidable risk of serious injury or even death when working with any horse in any kind of environment. We know that the benefits of equine interaction activities far outweigh the inherent risk. If at any time you feel uncomfortable or unsafe, please let us know.

**UNDER TEXAS LAW CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

**WE ARE NOT RESPONSIBLE FOR ACCIDENTS.**

**Living Water Equine Services, it’s employees, volunteers, owners, their heirs and assigns, contracted personnel, or board members are not responsible for any loss resulting from theft or damage to possessions brought on or left on Living Water Equine Services property.**

**I have read the Living Water Equine Services rules sheet and fully agree to abide by them. I understand that any violation of these rules will NOT be tolerated, and I will suffer the appropriate consequences upon violation of the Barn Rules.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Participant)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Parent/Guardian)**

**These stable rules are meant to provide for a productive and safe experience for everyone involved. If you have any questions, please ask before the activities begin.**

**Thank You,**

**Joy Carpenter**

**Living Water Equine Services 11056 FM 326, Lufkin, Texas 75901, Phone 936-635-8356**

**LIVING WATER EQUINE SERVICES BARN AND ACTIVITIES RULES**

**The following is a list of guidelines that *MUST* be agreed to, and respected in order to participate in activities on Living Water Equine Services properties. Please do not be in a hurry while reading and signing this document, as you must have full comprehension of what you are signing.**

1. Absolutely **NO SMOKING**
2. **No drugs or alcohol allowed anywhere on the LWES property**. You will not be allowed to participate if you are suspected of being under the influence of these substances. **Charges will be filed if this rule is violated.**
3. **NO guns, knives or other weapons**
4. **No foul, obscene, or otherwise unpleasant language, gestures, or body language. NO (PDA) PUBLIC DISPLAY OF AFFECTION IS ALLOWED**
5. **You are to stay in designated areas only at ALL times. (i.e.: never go to the houses, pastures or ponds without permission/and instructor)**
6. Cell phones, MP3, I pads, or other electronic equipment **will NOT** be allowed during the **riding and summer camp sessions.**
7. **We are on a septic system therefore any and all paper including toilet paper and other articles are to be put in wastebasket in the bathroom.**
8. **Please dress appropriately for the activity and weather**, especially in cold weather. As the sun goes down it cools off quickly out here.
9. **No spaghetti straps, shirts that reveal midriff, or cleavage. No *short* shorts. Let’s stay modest.**

**When around the horses**:

1. No bare feet, flip flops, heels or open toed/open back shoes. **Shoes must cover the entire foot** and *preferably* have a heel. (boots, tennis shoes).
2. No short shorts. **Pants/shorts worn should allow you to move freely.** Longer shorts and Capri’s are recommended during the hot weather as the saddles will rub your legs.
3. No running or screaming around the horses.
4. If you open a gate or stall door please close it unless otherwise instructed.
5. If you **turn** the water/light, etc. **on**, **turn it off**
6. Please return ALL tools used (brushes, carrot sticks, etc.) back to their **proper storage place in an orderly fashion.**
7. Siblings/friends are NOT allowed to stay during equine sessions unless special permission is given. **Can go attended to playground area.**
8. Parents/Guardians are welcome to stay **but NOT interfere with session. If you have comments please hold them to a private conversation with instructor unless you see a safety issue!**

**Participant (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Participant(Signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent (Signature**) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSON PRICES

**Lessons are $30.00/week or $120.00/month**

**\*\*This price is due regardless if you come every week or not**. The spot for your child is held and their horse is reserved for their time every week. The cost for the upkeep of their horse continues. **To keep the prices low** and where they are we need for you to implement this into your budget. **If this is not affordable for you please talk to me personally so we can work out an arrangement for you.** There are some scholarships available.

Once your child is **able to come out and work with their horse independently** they will be able to come out more than once a week. **There will be no charge for the extra days**. They will just be responsible for helping with the chores needed to be done around the barn for the extra time.

Thank you for your understanding

Joy Carpenter