

People & Animal Learning Services (PALS)

CONSENT, RELEASE AND ASSIGNMENT

_____, hereinafter referred to as Assignor (if Assignor is a minor, Assignor's parent or legal guardian, _____) hereby consents to the use of, and hereby releases and assigns to People & Animal Learning Services, Inc., an Indiana not-for-profit organization ("PALS") all rights Assignor may now have, or may hereafter acquire, in and to Assignor's name, voice, signature, any images, likenesses, photographs, distinctive appearance, gestures, mannerisms, motion pictures, video recordings, audio recordings and/or writings attributable to Assignor provided to PALS, at any time, in connection with the production or reproduction of any marketing/promotional or educational communications or materials, including but not limited to Assignor's name, voice, signature, any images, likenesses, photographs, distinctive appearance, gestures, mannerisms, motion pictures, video recordings, audio recordings and/ writings attributable to Assignor.

Assignor hereby authorizes PALS to reproduce, copy, exhibit, publish or distribute Assignor's name, voice, signature, any and all such images, likenesses, photographs, distinctive appearance, gestures, mannerisms, motion pictures, video recordings, audio recordings and/or writings attributable to Assignor, on a not-for-profit basis, for as long as deemed beneficial or necessary to PALS, in the sole discretion of PALS.

Assignor understands and agrees that PALS, and/or any officer or director thereof, will be held free and clear of any responsibility or claim for liability in connection with PALS' reproduction, copying, exhibition, publication or distribution of Assignor's name, voice, signature, any and all such images, likenesses, photographs, distinctive appearance, gestures, mannerisms, motion pictures, video recordings, audio recordings and/or writings attributable to Assignor.

Please select and initial only one (1) option, below:

_____ I hereby certify that I am the person named as Assignor above, I am over the age of eighteen (18),
Initial I am of sound mind, and I have read and clearly understand this authorization, and do freely sign this authorization.

_____ I hereby certify that I am the parent or legal guardian of _____, named as
Initial Assignor above, that I am legally authorized to sign this authorization on his/her behalf as said person's parent or legal guardian, and, I have read and clearly understand this authorization, and do freely sign this authorization.

_____ I DO NOT consent to the above written Consent, Release and Assignment
Initial

Printed Name

Signature

Date

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PO Box 1033 () Bloomington, IN 47402 () 812.336.2798 () 866.800.2965 fax () www.palstherapy.org () info@palstherapy.org

People & Animal Learning Services (PALS)

7644 W Elwren Road
Bloomington, IN 47403

LIABILITY RELEASE

(If party is a minor or ward, this form to be completed in **ink** by parent or legal guardian)

Witness this release dated this _____ day of _____, 20____, by and between People and Animal Learning Services, Inc., an Indiana not-for-profit corporation, (hereinafter referred to as "Management"), the owner and operator of the stables, riding arena and real estate located at 7644 W. Elwren Road, Bloomington, IN 47403 (hereinafter, collectively, the "Riding Facilities") and _____, (hereinafter referred to as "User") **and, if User is a minor or ward, User's parent or guardian,** _____ (hereinafter referred to as "Guardian") (User and Guardian are hereinafter sometimes referred to as "Participant"). For valuable consideration received, and in exchange for the covenants and representations herein made, Management, on behalf of itself, its instructors, employees, Board of Directors, Advisory Board, therapists, aides, volunteers, drivers and/or agents (collectively hereinafter referred to as "PALS") and User, Guardian (if applicable), Participants' heirs, assigns, and/or representatives, hereby agree as follows:

- 1) THE PARTICIPANT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM OR RELATED TO USER'S USE OF THE RIDING FACILITIES OR PRESENCE UPON THE RIDING FACILITIES, USE OF HORSES AND EQUIPMENT PROVIDED BY PALS WHETHER ON OR OFF OF THE RIDING FACILITIES, AND ANY RELATED APPURTENANCES, FACILITIES OR EQUIPMENT LOCATED THEREON, INCLUDING, BUT NOT LIMITED TO THOSE RISKS WHICH MAY ARISE FROM OR IN CONNECTION WITH THE NEGLIGENCE OF PALS. PARTICIPANT ACKNOWLEDGES THAT THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, DEATH, BODILY INJURY OR PROPERTY DAMAGE DUE TO FALLS, KICKS, BITES, COLLISIONS, BEHAVIOUR OF OTHER HORSES, FIRE, EXPLOSION, AND LIMITED EMERGENCY MEDICAL CARE AVAILABILITY.
- 2) Participant acknowledges that horses, by their very nature are unpredictable and may act upon instinct, fright or whim. Participant assumes all risks in connection therewith and expressly waives any claims for any injury, damage or loss arising therefrom. Participant agrees to abide by and follow PALS' instructions, rules and regulations. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the User. Participant assumes all risks therefore and warrants a full and fair disclosure of User's abilities have been made to Management. Participant affirms that participant has been well advised and thoroughly informed of the risks and inherent dangers of horseback riding and being in the presence or horses in general.

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- 3) Participant agrees to assume any and all risks involved in or arising out of Participant's use of any equipment or livestock pertaining to the rental and riding of horses or riding lessons, the use of any equipment, arena or other structure on or about Riding Facilities, the use of any trail on or about the Riding Facilities or related to any and all riding lessons whether provided at the Riding Facilities or off of the Riding Facilities.
- 4) PARTICIPANT AGREES TO RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY AND DEFEND PALS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH PARTICIPANT'S USE OF OR PRESENCE UPON THE RIDING FACILITIES OR USE OF HORSES AND EQUIPMENT PROVIDED BY PALS WHETHER ON OR OFF OF THE RIDING FACILITIES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PALS OR ANY THIRD PARTY
- 5) PARTICIPANT HAS CAREFULLY READ AND UNDERSTANDS THIS CONTRACT AND AGREES WITH ITS CONTENTS

UNDER INDIANA LAW, 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.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

User Name: _____
(Printed)

Parent/Guardian's Name: _____ (if User is a minor or ward)
(Printed)

Address _____ Phone Number _____

Signature _____ Date _____
(User)

Signature _____ Date _____
(Parent/Guardian if User is a minor or ward)

* If rider is a guest, please identify Boarder responsible: _____

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MEDICAL AUTHORIZATION FOR EMERGENCY TREATMENT (ADULT)

I. ADULT PARTICIPANT AUTHORIZATION (MINORS PARTICIPANTS COMPLETE PART "II" OF THIS FORM ONLY)

IMPORTANT: Please read contents carefully and elect only one (1) of the options below by initialing. If you elect to permit authorization of emergency treatment, all of Section 2 must be completed. This form must be signed and dated, regardless of election.

1. _____ I, _____ (Print Name), **DO NOT** give
Initial permission to People and Animal Learning Services, Inc., an Indiana nonprofit corporation ("PALS") to authorize any emergency treatment.

2. _____ I **PERMIT** THE AUTHORIZATION OF EMERGENCY TREATMENT
Initial AS FOLLOWS:

I, _____, hereby give permission to People and Animal Learning Services, Inc., an Indiana nonprofit corporation ("PALS"), in my absence, to authorize any and all emergency treatment, deemed necessary by PALS, to be performed by any appropriate health care. This authorization shall be effective beginning immediately, and remain effective unless revoked by me in writing. A copy of this document shall have the same effect as the original.

(Signature)

(Date)

(Printed Name)

(Date of Birth)

Physician's Name: _____ Medical Facility: _____

Health Insurance Company: _____ Policy #: _____

Allergies to medications: _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

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