



Saffyre Sanctuary, Inc.

P.O. Box 921708
Sylmar, California 91392-1708
(818) 842-4368

Email: volunteer@saffyresanctuary.org
Web Site: <https://saffyresanctuary.org>
Federal Tax ID #27-0333811

FARM VISIT & EQUINE VOLUNTEER LIABILITY RELEASE FORM

SERIOUS INJURY MAY RESULT FROM YOUR VISIT TO THE FARM OR PARTICIPATION
IN THIS ACTIVITY
PLEASE READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

IN CONSIDERATION of being permitted to volunteer, observe, work for, ride, or participate in any way, with SAFFYRE SANCTUARY, INC., or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special training, authorization, credentials, or permission to enter, or any area containing horses or other livestock, or to which admission by the general public is restricted or prohibited):

EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, assigns, agents, and next of kin:

LOCATION: _____

DATE: _____

NAME OF VISITOR/VOLUNTEER: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: (HOME) _____ (CELL) _____

EMAIL: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this agreement.) This agreement is binding whenever SAFFYRE SANCTUARY, INC., now or in the future, permits me to enter the property SAFFYRE SANCTUARY, INC. operates out of, to be near horses, and/or ride horses on, near, or off of the property.

I have requested to enter the premises and/or ride horses on, near, or off the property upon which SAFFYRE SANCTUARY, INC. operates.

1.) I AM fully responsible for my own safety while on, near, or off of Sanctuary grounds. I understand that SAFFYRE SANCTUARY, INC. has advised me to wear properly fitted and secured ASTM-certified/SEI-approved protective equestrian headgear when riding or being near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrences.

2.) I ACKNOWLEDGE, agree, and represent, that I have or will immediately inspect upon entering any RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS, and I feel anything to be unsafe, I will immediately advise the officials of such, follow the reasonable instructions of the officials and, if necessary, leave the RESTRICTED AREAS and/or refuse to participate further in the ACTIVITIES.

3.) I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the participants, associations, sanctioning organizations, or any subdivision thereof, operators, owners, officials, drivers, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, and lessees of premises used to conduct activities, premise and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions, or engage in risk evaluation, or loss control activities regarding the premises or event(s), and SAFFYRE SANCTUARY, INC. and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY, OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4.) I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of, or related to the ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5.) I HEREBY STATE that I am physically able to undertake all riding/horse/volunteer orientated activities. I also state that I will participate in these activities at my own risk.

6.) I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE.

7.) I HEREBY ACKNOWLEDGE that the activities and events contemplated hereunder ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage, and acknowledge that anyone riding or being near horses (equines) can suffer bodily and other injuries. I, THE UNDERSIGNED, expressly acknowledge that, I have volunteered for the activity (ies), knowingly and intelligently and, I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED by negligent rescue operations or procedures of the releasees or of other medical providers. Inherent risks of equine activities, which include but are not limited to the following:

- a. the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around it;
- b. the unpredictability of a horse's sudden reactions to such things as sounds, sudden movement, unfamiliar objects, people, or subsurface conditions, collisions with other equines or objects, people, or other animals;
- c. hazards such as surface or subsurface conditions, collisions with other equine or objects, and many others;

Horses are known to kick, buck, rear, bite, run, or spook. I know that any horse can do these things without warning. I understand these and other inherent risks and dangers, and I voluntarily agree to assume them.

8.) I AGREE to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SAFFYRE SANCTUARY, INC., or the employees, representatives or agents of SAFFYRE SANCTUARY, INC.

9.) I CONSENT to the participation of my child, (children), _____ and/or myself of _____ group, to visit the sanctuary premises and have contact with farm animals, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this LIABILITY RELEASE FORM, I represent that I have legal authority over and custody of said child or children.

10.) I ASSUME full responsibility for any and all personal bodily injuries or damages which I may sustain when on, near, or off SAFFYRE SANCTUARY, INC.'S grounds as well as when riding horses, on, near, or off of said property. I also assume full responsibility for any and all injuries to myself and (if applicable) my family members.

11.) I REPRESENT that I am and will be at all times, covered by accident, and/or medical insurance or, that I have sufficient funds to cover my own medical expenses.

12.) Any legal or equitable claim that may arise from participation in the above shall be resolved under California State law.

13.) All, references to SAFFYRE SANCTUARY, INC. includes its Board of Directors, executive director, officers, agents, employees, independent contractors, instructors, physicians, therapists, and any associated professionals and volunteers.

14.) THE UNDERSIGNED HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Date

Printed Name

Signed Name of Parent/Guardian

Date

Printed Name of Parent/Guardian

WAIVER TO OWNERS OF LIABILITY AND ASSUMPTION OF RISK & INDEMNITY FOR ELECTIVE/VOLUNTARY ACTIVITIES AGREEMENT

OWNERS: LINDA KIEFER , Owner of ROCKY, Paint Horse, the **ROBERTS KIEFER FAMILY TRUST**, Owner of the Property at 1686 Las Canoas Road, Santa Barbara, California, and **CAROL NEWTON**, Owner of SAGE, Quarter Horse, residing on the Property, hereinafter separately and collectively the OWNERS.

WAIVER: In consideration of being permitted to enter and be on the Property to personally, including but not limited to, use equipment and/or ride, walk, groom, take lessons on, remove from paddock and/or be in contact with and handle ROCKY, SAGE or any other horses residing on the Property, and/or participate in any and all other activity on or use of the Property (hereinafter called "The Activity"), for myself, my heirs, personal representative or assignees, do hereby release, waive, discharge and covenant not to sue or take any action against the OWNERS, the Property, ROCKY, SAGE or any other horse or their owners on the Property, Carol Newton, the Roberts Kiefer Family Trust and Linda Kiefer, her spouse Jerry Roberts, their heirs, personal representatives, agents or assignees from liability from any and all claims including negligence by the OWNERS, Carol Newton, the Roberts Kiefer Family Trust, Linda Kiefer, her spouse Jerry Roberts, their heirs, personal representative, agents or assignees, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity or presence on the Property. I understand that said waiver extends to myself and my minor child/children having permission to enter the Property.

ASSUMPTION OF RISKS: I understand and acknowledge that horses are dangerous and unpredictable and that participation in The Activity and/or presence on the Property carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, *and even death*. I have read the Assumption of Risk, and I know, understand, and appreciate these and other risks that are inherent in The Activity and my presence on the Property. I hereby assert that my participation and that of my minor child/children is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the OWNERS, Carol Newton, the Roberts Kiefer Family Trust and Linda Kiefer, her spouse Jerry Roberts, their heirs, personal representatives, agents or assigns HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including attorney's fees brought as a result of my involvement in The Activity and my presence on the Property and understand and agree to pay for any such expenses incurred.

SEVERABILITY: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.**

I acknowledge that I am authorized to legally enter into this agreement, also known as Waiver to Owners, as the parent/legal guardian of the child/children participating in The Activity.

I acknowledge that I enter fully into this agreement, its terms and conditions, freely and voluntarily.

With full understanding, I agree, for myself and my child/children, to a complete and unconditional release of liability to the greatest extent allowed by law, and to all the terms and conditions of this agreement, by electronically entering my legal name, address and other contact information and by checking the box where this agreement is named as "Waiver to Owners" and is listed as Waiver to Owners.



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MEDIA RELEASE FORM

I, _____, grant permission to SAFFYRE SANCTUARY, INC. and its subsidiary, THE HORSE PROJECT, hereafter known as "SAFFYRE" to use my image (photographs and/or video) in SAFFYRE marketing and other information including but not limited to, newsletters, brochures, publications, email blasts, videos, websites, fundraising materials, or any other forms of media and publicity.

I hereby waive any and all rights to inspect or approve the finished products that may be used in conjunction with SAFFYRE, now or in the future, whether that use is known or unknown to me, and I waive any and all rights to compensation of any type arising from or related to the use of my image.

PLEASE INITIAL THE APPLICABLE PARAGRAH BELOW

_____ I am 18 years or older and I am competent to consent in my own name. I have read this release form before signing below, and I fully understand the contents, meaning, and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

_____ I am the parent or legal guardian of the below named minor. I have read this release form before signing below, and I fully understand the contents, meaning, and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Signature: _____ Date: _____

Name (please print): _____

Address: _____

Phone Number: _____ Email: _____

Signature of Parent or Legal Guardian if Minor: _____

Parent or Legal Guardian Name (please print): _____