



## HEARTLAND THERAPEUTIC RIDING, INC.

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(hereinafter "HTR")

### VOLUNTEER RELEASE OF LIABILITY

Name of Volunteer \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_

I understand that as a volunteer at HTR I will be working around horses in a barn environment. I have read and understand the following statutory warning about the risks inherent in equine activities:

#### **KANSAS DOMESTIC ANIMAL LIABILITY ACT WARNING**

**"Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.**

**Inherent risks of domestic animal activities include, but shall not be limited to:**

- (1) The propensity of a domesticated animal to behave in ways, i.e. running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;**
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;**
- (3) certain hazards such as surface and subsurface conditions;**
- (4) collisions with other domestic animals or objects; and**
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability."**

**K.S.A. §60-4002 et. seq. (1994)**

**Liability Release:** Volunteer, or Parent or Legal Guardian if Volunteer is a Minor, acknowledges the risks and potential for risks in involvement and participating in equine activities; understands that despite all precautions taken by HTR, equine activities are by their nature "high risk" activities, and horses as natural prey animals may instinctively resort to unpredictable equine behavior despite all care taken by HTR. Volunteer, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waives and releases forever, and will bring no litigation, suit or claims of any kind for damage or otherwise, including but not limited to personal injury or property damage, against Heartland Therapeutic Riding, Inc., its Board of Directors, Officers, Instructors, Therapists, Aides, Volunteers and/or Employees (hereinafter collectively "the Released Parties"), for any and all injuries and/or losses of any kind I/my child/my ward may sustain while participating in any function sponsored by, or held at Heartland Therapeutic Riding, Inc.'s premises, and/or HTR sponsored activities held off premises, even for claims arising from the alleged negligent acts or omissions of the Released Parties.

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**Photograph/Media/Observation Consent and Release:** Volunteer, or Volunteer’s parents or legal guardians, hereby consents and authorizes HTR to observe all of Volunteer’s activities on behalf of HTR, on or off premises, which can include taking photographs or motion pictures of Volunteer and Program Participants, and to produce videotapes, audiotapes, closed circuit television programs, web casts, or other types of media productions that capture Volunteer’s name, voice, and/or image (any of the foregoing types of media are called the “Materials” in this Consent and Release form). Observation of therapy sessions or volunteer work may include observation by guests of HTR who are taking a tour of the facility or engaging in other HTR authorized activities. Guests may include prospective volunteers, clients, donors, staff, and others interested in HTR. With this knowledge, Volunteer authorizes HTR to copyright the Materials, and to use, reuse, copy, publish, display, exhibit, reproduce, license to third parties, and distribute the Materials in any educational or promotional materials or other forms of media, which may include, but are not limited to therapeutic publications, catalogs, articles, magazines, recruiting brochures, websites, social media or publications, electronic or otherwise, without notifying me; and agrees that HTR may identify me by name. Volunteer agrees that I am participating on a voluntary basis and will not receive any payment from HTR for signing this release or as a result of any use or publication of the Materials.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Adult or Parent/Guardian if volunteer is under 18”*

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_