



LoneOakRescue.org

## Volunteer Releases and Waiver of Liability

This release and Waiver of Liability (the "Release") executed on \_\_\_\_/\_\_\_\_/\_\_\_\_ by \_\_\_\_\_ (the "Participant") in favor of **Lone Oak Rescue**, a non-profit organization existing under the laws of the State of California, USA, its directors, officers, employees, volunteers and agents (collectively, "**Lone Oak Rescue**").

I, the Participant, desire to volunteer with **Lone Oak Rescue** to provide general labor and equine services and engage in the activities related to offering these services and appreciate and acknowledge that there is inherent and serious risk or serious bodily injury to any person who chooses to participate in general labor and equestrian activities, which activities include but are not limited to riding, touching, grooming, standing near and working around horses; moving and lifting heavy objects.

I hereby freely and voluntarily, without duress, execute the Release under the following terms:

**1. Waiver and Release.** I, the Participant, release and forever discharge and hold harmless Lone Oak Rescue from any claim or liability that I, the Participant, may have against **Lone Oak Rescue** with respect to any bodily injury, personal injury, illness, death or property damage that may result from my participation. I also understand that **Lone Oak Rescue** does not assume any responsibility or obligation to provide financial or other assistance, including, but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage (see insurance requirements below).

**2. Insurance.** Lone Oak Rescue does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Participant. **EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO CARRY PERSONAL LIABILITY OR HEALTH INSURANCE PRIOR TO VOLUNTEERING WITH LONE OAK RESCUE.**

**3. Medical Treatment.** Except as otherwise agreed to by **Lone Oak Rescue** in writing, I hereby release and forever discharge **Lone Oak Rescue** from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with volunteering with Lone Oak Rescue.

**4. Assumption of Risk.** I appreciate and acknowledge that my time with **Lone Oak Rescue** may include activities that carry an inherent and serious risk and risk of serious bodily injury including but not limited to riding, touching, grooming, standing near and working around horses; moving and lifting heavy objects.

I recognize and understand that my time with **Lone Oak Rescue** may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release **Lone Oak Rescue** from all liability for injury, illness, and death or property damage resulting from the activities of my time with **Lone Oak Rescue**.

INT: \_\_\_\_\_

**5. Photographic Release.** I grant and convey unto **Lone Oak Rescue** all right, title and interest in any and all photographic images and video or audio recordings made by **Lone Oak Rescue** during my work for Lone Oak Rescue, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

**6. Other.** I understand that it is my desire to further the work of **Lone Oak Rescue** by performing services as a Volunteer, Specifically as a volunteer participating in general labor and equine activities. I undertake to perform said services as a Volunteer without compensation and that, in performing said services, I acknowledge that I am not acting as an employee of **Lone Oak Rescue**.

**IN SUMMARY I acknowledge that horseback riding is a sport which carries inherent risks of injury and damage to me, my horse, and property. I knowingly assume all risks, whether known or unknown, of horseback riding.**

**I hereby release Lone Oak Rescue and their representatives, officers, directors, members, and agents from all liability for any act of negligence or want of ordinary care.** In consideration of my participation in any and all events associated with **Lone Oak Rescue**. I waive, release, and discharge **Lone Oak Rescue**, their representatives, directors, officers, agents, and members, their representatives, heirs, executors, and assigns from any and all claims of liability for injury or damage to myself, my animals, or my property arising out of my participation. This agreement is binding upon my executors, heirs, and assigns.

I expressly waive any rights I may have under **California Civil Code 1542**, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

I agree that I will indemnify and hold harmless **Loan Oak Rescue** and their representatives, officers, directors, members, and agents against all claims, demands, and causes of action, including court costs, and actual attorney fees, arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld. **Loan Oak Rescue** their and their representatives, officers, directors, members, and agents shall not be liable for any damage which may accrue from any cause or as a result of fire, theft, running away, state of health, or injury to person, horse or property.

**INT:** \_\_\_\_\_

**I acknowledge that I have carefully read this agreement and Release of Liability and know and understand its contents without question, and voluntarily sign my name evidencing my acceptance of the above provisions.**

X \_\_\_\_\_  
Lone Oak Representative Signature

X \_\_\_\_\_  
Participant Signature

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NAME:** \_\_\_\_\_ **CDL#** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**CITY, STATE & ZIP:** \_\_\_\_\_

**PHONE** (    ) \_\_\_\_\_ - \_\_\_\_\_ **CELL** (    ) \_\_\_\_\_ - \_\_\_\_\_

**EMERGENCY CONTACT:**

**NAME:** \_\_\_\_\_ **PHONE** (    ) \_\_\_\_\_ - \_\_\_\_\_

**MINORS DO NOT SIGN THIS FORM-- PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION**

I, the undersigned parent or guardian of the above participant, in consideration of my minor's participation in any activities, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, his animals, and property arising out of his participation in events.

**I acknowledge that I have read this Release of Liability and know and understand its contents.**

X \_\_\_\_\_  
Lone Oak Representative Signature

X \_\_\_\_\_  
Parent or Guardian Signature

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NAME:** \_\_\_\_\_ **CDL#** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**CITY, STATE & ZIP:** \_\_\_\_\_

**PHONE** (    ) \_\_\_\_\_ - \_\_\_\_\_ **CELL** (    ) \_\_\_\_\_ - \_\_\_\_\_