



**DENIM IN DIRT**  
EQUINE ASSISTED GROWTH AND LEARNING

## **Confidentiality Agreement and Equine Activity Liability Releases and Risk Acknowledgement**

### **Confidentiality Agreement**

By signing below, I agree not to disclose any client names, treatment information or identifying information pertaining to any client, past, present or future, of **PACIFIC PSYCHOLOGICAL RESOURCES** Equine Assisted Psychotherapy/Equine Assisted Growth and Learning program (hereafter referred to DnD EAGL) to anyone not affiliated with DnD EAGL. This confidentiality agreement is effective the date of the signing of this agreement, and is forever binding after my association with DnD EAGL ends.

### **Equine Liability Release and Risk Acknowledgement**

**Parties.** The parties to this agreement are DnD EAGL and (hereinafter “client”).

**Apportionment of Liability.** In consideration of the client being allowed to attend, participate in, or observe activities sponsored or conducted by DnD EAP/EAGL, or be present on the property on which DnD EAGL conducts its activities, client does agree to hold harmless and release DnD EAGL, its officers, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on DnD EAGL’s behalf and the owner(s) of any horse or other property used by DnD EAGL from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated even if due to negligence and/or other client’s acts or omissions. Client does further agree to waive all rights which may otherwise arise from an injury to client or client’s property, and shall not bring any claims, demands, legal actions or causes of action against DnD EAGL, those persons described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of the activities of DnD EAGL or client’s presence on or proximity of property used by DnD EAGL.

**Indemnity.** Client agrees to be responsible for any and all damages, injuries, or loss of life caused by client or a horse in the care, custody and control of client, and to indemnify DnD EAGL and all parties described above, for any losses or expenses (including attorney

fees) which they incur in connection with claims related to client.

According to the North American Horseman's Association, many obvious and non-obvious inherent risks are always present in being around horses and in horse related activities, despite all safety precautions. No horse is completely a safe horse. Most horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a horse is frightened or provoked, it may act according to its natural instincts which may include, but are not limited to : changing direction or speed at will, bucking, biting, rearing, kicking, stumbling, falling or stepping on, all which may result in injury, harm or death to persons around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others. The risk of death or personal injury exist for any person around a horse, whether mounted or on the ground. Client acknowledges these risks and states that she/he is not relying on DnD EAGL to further advise of the risks.

**Acknowledgment and Assumption of risks.** Client acknowledges that she/he bears responsibility for her/his own safety and client should not participate in any client activity unless she/he is confident that she/he can do so safely. Participation in equine activities with or conducted by DnD EAGL constitutes a knowing and voluntary assumption for all risks associated with equine activities involving DnD EAGL or being present on or using DnD EAGL property (including but not limited to inherent risks and the risk of negligence by DnD EAGL or others) which is a defense under California law to any claim for injury or damage, and a bar to recovery.

**Visitors.** Should client bring to DnD EAGL any person who is not a party of an Equine Activity Liability Agreement with DnD EAGL, client agrees to educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.

**Safety Rules.** Client agrees to follow such rules for safety as are attached or are subsequently provided to them, or posted. Client acknowledges that failure to follow DnD EAGL's safety rules or the direction of DnD EAGL staff may put her/him at risk of, or increase the risk of personal injury.

**Premises Inspection.** Client has inspected or will inspect the equine facility premises and /or has in some other way satisfied herself/himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the

client and any guests, family or visitors they bring on the premises.

**Other Terms.** This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits of this agreement, including the release of legal liability, waiver of rights, indemnity and covenant not to sue, are intended to benefit others, including DnD EAGL officers, directors, shareholders, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers and all others acting on DnD EAGL's behalf and the owner(s) of any horse or other property used by DnD EAGL. This agreement shall be binding upon DnD EAGL, client and client's heirs or estate, when signed by the parties. If any clause, phrase or work is in conflict with state law then that single part is null and void. This agreement and acknowledgments shall remain in force until terminated by client through written notice to DnD EAGL at the address above. The General Court of Justice, Los Angeles County shall be the exclusive venue for any litigation between client and the parties described above.

**WARNING**

**YOU ASSUME THE RISK OF EQUINE ACTIVITIES PERSUANT TO CALIFORNIA LAW**

Patient \_\_\_\_\_ Date \_\_\_\_\_

Parent or Child Guardian \_\_\_\_\_ Date \_\_\_\_\_