



RELEASE & WAIVER OF LIABILITY
South West Florida Horse Rescue, Inc.
14811 State Road 31, Punta Gorda, FL 33982-7738 | EIN#: 46-2031584
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This Release and Waiver of Liability (the "release") executed on the date and by the individual ("Participant," "I," "me," "myself") mentioned below who releases South West Florida Horse Rescue, Inc. ("Nonprofit," "SWFHR"), a nonprofit corporation organized and existing under the laws of the State of Florida, and each of its directors, officers, employees, and agents. The Participant desires to interact with the Nonprofit and engage in activities of being near equines and potentially touching equines. More specifically, for the purposes of:

Participant understands that the scope of Participant's relationship with Nonprofit is limited to a participant position and that no compensation is expected in return for services provided by Participant, that Nonprofit will not provide any benefits traditionally associated with employment to Participant, and that Participant is responsible for his/her own insurance coverage in the event of personal injury or illness of Participant's services to Nonprofit. The participant will agree to the following conditions:

- 1. WAIVER AND RELEASE:** I, the Participant, release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Nonprofit. I understand and acknowledge that this Release discharges Nonprofit from any liability or claim that I may have against Nonprofit with respect to bodily injury, personal illness, death, or property damage that may result from the services I provide to Nonprofit or occurring while I am providing Participant services.
- 2. INSURANCE:** Further, I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance of any nature in the event of injury, illness, death or damage to my property, I expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by me.
- 3. MEDICAL TREATMENT:** I hereby release and forever discharge Nonprofit 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 an emergency during my tenure as a Participant with Nonprofit.
- 4. ASSUMPTION OF RISK:** I understand that the services I provide to Nonprofit may include activities that may be hazardous to me, including, but not limited to: Donations collections, Assist in fundraising events (paperwork to soliciting), Events (food service to auction type assistants), Feed horses, Interaction with horses, Grooming horses, Petting horses, Weed eating, Tree trimming, Mowing, Fence Repair, Fence building, Stall building, Barn maintenance and building, Horse rehab, Picking up debris (clearing lots and stalls), Assist in picking up a rescue from other locations (this would include trailering horses and paperwork from Owner surrenders), Check up on prior rescues that have been adopted (Participants and founders do random checking to check on the status of adopted horses), Driving golf carts and other farm equipment.
As a Participant, I hereby assume the risk of injury or harm from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from the services I provide as a Participant or occurring while I am providing services.
- 5. PHOTOGRAPHIC RELEASE:** I grant and convey to Nonprofit all rights, titles, and interests in and all photographs, images, video, or audio recordings of me or likeness or voice made by Nonprofit in connection with my providing services to Nonprofit.
- 6. OTHER:** As a participant, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.
- 7. COVID-19:** I understand SWFHR has taken precautionary measures to prevent and reduce the spread of COVID-19 among persons who visit or attend events hosted at SWFHR; however, SWFHR cannot guarantee that I will not become infected with COVID-19. Further, visiting SWFHR (including your travel to and from) could increase my risk of contracting COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume all risks that I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself or those with whom I come into close contact. I further acknowledge and agree to accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, to myself or those with whom I come into close contact ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless SWFHR, its employees, the board of directors, and representatives, of and from any Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

By signing below, I express my understanding of the conditions set forth and have the intent to enter into this Release and Waiver of Liability, willing and voluntarily.

PRINT NAME

DATE

SIGNATURE (Participant if over 18 or Guardian)

PHONE

GUARDIAN STATEMENT:

** And when applicable, to include the below-mentioned individuals of which the Participant is the significant other, parent, or legal guardian, whereas; the Participant agrees to release the liability of SWFHR from all indicated acknowledgments and endorsements mentioned above whereas; all mentioned individuals are ultimately responsible to me will be accompanied by myself when participating in activities associated with the Nonprofit.

NAME _____ (Participants under 18 printed below)

AGE _____

RELATION _____
