IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

This agreement (the “Agreement”) must be completed in order to participate in the activities associated with this program and course.

Participant (print full name): __________________________________________________

Program: Recovery Works Intensive Outpatient Program
Course: Equine Therapy

I, the undersigned, am either the Participant named above or the parent and/or legal guardian (“Guardian/Parent”) of the minor Participant named above. I am familiar with the curriculum and the activities which take place in the above named course.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above program and course at the University of Utah (the “Program”). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program which may expose the participant to illness, injury, or death. Participant or guardian/parent freely and voluntarily participates or allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

I understand that horse related activities include inherent risks despite safety precautions. I understand that no horse is a completely “safe” horse. For example, if frightened or provoked a horse may act according to its natural survival instincts, which may include changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting or running.

Under Utah law, the University of Utah, and any other individual, group, governmental entity, club, partnership or corporation which sponsors, organizes or provides facilities for an equine activity, including therapeutic riding programs like this one (each, an “Equine Activity Sponsor”) is not liable for those dangers or conditions which are an integral part of equine activities, such as:

- The propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them.
- The unpredictability of the horse’s reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
- Collisions with other animals or objects.
- The potential of a participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the horse or not acting within his or her ability.

I understand that my safety depends largely upon my ability to carry out simple instructions. I understand that I have the right to not participate in equine related activities, without consequence or threat of consequence in my treatment completion.
WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent of Participant understands and acknowledge that the University of Utah ("University") is not an insurer of Participant's behavior, actions or participation in the Program, and that the University assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program activities. Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the University and the State of Utah, and all of their trustees, officers, employees and agents, as well as horse owners Kim and Andrew Northrup, Shelissa Trujillo, Tiffany Atkinson, Michelle Torres and Amanda Speer (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Participant of Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in course Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by the University or other Releasee in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

____________________________________________________  __________
Signature of Participant                                              Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

____________________________________________________  __________
Signature of Legal Guardian and/or Parent of Participant              Date
Participant Information Release of Liability

Participant’s Name: _______________________________________________
Address: _____________________________________________________________
City____________________ St.____ Zip._______________
Email Address: ____________________________________________________________
Birthdate: _____________________________________ Phone: ____________________________________
Guardian Name: _____________________________________________________________
Emergency Contact: ______________________________________Emergency Phone: __________________
Insurance Company: _____________________________________ Policy #: ___________________________
Is participant covered by insurance? _________
Any Medical conditions that may affect the participant’s ability to participate (list conditions):
_________________________________________________________________________________________

Medical Release

I hereby affirm I am the parent or legal guardian of (participant) ____________________________________
Or I am the participant and over eighteen years of age, and the information contained herein is correct and complete so
far as I know. The above named individual has my permission to engage in all horseback riding activities including but
not limited to; corral riding, trail riding, instructor-led riding, solo riding, horse preparation and saddling, or other horse
related activities. I acknowledge that these activities can be inherently dangerous and am willing to assume this risk and
voluntarily participate, or allow the above named individual to participate. In the event that I am involved in an
emergency, or am the parent or legal guardian and cannot be reached, I hereby give my permission for the above
named individual to receive proper first-aid treatment and, if necessary, hospitalization, anesthesia, injection, and
surgery in order to maintain life.

Signature of parent, guardian or participant if over eighteen: _______________________________________
Date: ___________________________________

Media Release

I hereby grant permission to record (participant): ____________________________________________’s
voice or photograph him or her for various promotions or information Camp Kostopulos, the Kostopulos Dream
Foundation, or the United Way may use for publicity. The use may come in the format of television, newspapers,
newsletters, brochures, radio, World Wide Web pages, or others. I release the Kostopulos Dream Foundation, its staff
and volunteers from any liabilities arising from such media use. I understand that I (or my child) will not receive
payment for these media uses.

Signature of parent, guardian, or participant if over age eighteen: _________________________________
Date: ____________________________________
Acknowledgment of Risks

Assumption of Risk and Responsibility and Release of Liability

Kostopulos Dream Foundation; 4180 Emigration Canyon, SLC, UT, 84108

ACKNOWLEDGMENT OF RISKS: I understand the fact that there is an inherent danger in any activity which involves physical exertion, risk taking, or contact with animals; that natural hazards do exist; that although the program may not be strenuous, injuries or medical complications may occur; that certain foreseeable and unforeseeable events unique to each individual activity may contribute and that I should ask about other potential hazards and recommended precautions. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Although precautions are taken to provide proper organization, supervision, instruction, and equipment for your participation in our program, there can be no guarantee about absolute safety against injury and unforeseeable accidents. I understand that I may be involved in activities including but not limited to horse saddling/preparation, corral riding, trail and camp areas riding, instructor led riding, and solo riding, and other activities related to horseback riding. I acknowledge that I may decline to participate in any activity. My participation is voluntary and I elect to participate in spite of the risks. I agree that if I choose to participate I will follow instruction given to me for that activity and will conduct myself in a manner that is safe for those and myself around me.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I will engage in, I confirm that I am physically and mentally capable of participation in the activity and/or using equipment. I participate willingly and voluntarily and I assume full responsibility for personal injury, accidents, or illnesses, including death. I also assume responsibility for damage or loss of personal property as the result of any accident that may occur. I assume the risk(s) of personal injury of personal injury accidents, and/or illness, including but not limited to emotional injury, sprains, injuries to muscles, tendons, or ligaments, fractured bones, eye damage, cuts, wounds, scrapes, abrasions, and/or contusions, dehydration, oxygen shortage (hypoxia), exposure and/or altitude sickness, head neck, and/or spinal injuries, animal or insect bite or attack, being stepped on or kicked by horses, shock paralysis, and/or death.

RELEASE OF LIABILITY: In consideration of the services of the Kostopulos Dream Foundation, Camp Kostopulos Inc., its agent, owners, officers, volunteers, contractors, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge the Kostopulos Dream Foundation and Camp Kostopulos, Inc. on behalf of myself, my children, my parents, my heirs, assigns personal representatives and estate as follows:

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Kostopulos Dream Foundation/Camp Kostopulos, Inc. from any and all claims, demands, or causes of action which are in any way connected with the participation in this program or use of the equipment or facilities, including any such claims which allege negligence.

Should the Kostopulos Dream Foundation/Camp Kostopulos, Inc. or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement. I agree to indemnify and hold them harmless for all such fees and cost.

I certify that I have adequate insurance to cover any injuries or damages I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of ---all risks that may be created, directly or indirectly, by any such condition. I authorize any medical treatment necessary in the event of injury while participation in the program. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this
program, I may be found by a court of law to have waived my right to maintain a lawsuit against the Kostopulos Dream Foundation/Camp Kostopulos, Inc. on the basis of any claim from which I have release them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of participant: ________________________________________

Print Name of participant: ____________________________________________

Signature of parent/guardian if participant is under eighteen: _________________

Date: _____________________________
**Notice to Participants and Spectators**

**Horses are Dangerous and Often Unpredictable Animals.**

Any activity undertaken around or near horses can lead to bodily injury or death, even if proper care is taken.

Some inherent risks associated with equine activities are:

- Horses can behave in ways that may result in injury, harm or death to individuals on or around them.
- Horses may react unpredictably to sounds, sudden movements, and unfamiliar objects, persons, or animals.
- Horses may collide with other animals or objects.
- What you do as a rider, participant, or spectator may contribute to injury to others. Be aware of what’s going on around you.

**Under Utah Law, Equine Activity Sponsors and Equine Professionals Are Not Liable For Any Injury To Or The Death Of a Participant Resulting From Inherent Risks Of Equine Activities**

Please take all necessary precautions to protect yourself and others around you.