

# The Horsepower Equine Assisted Learning (HEAL) Foundation Confidentiality Agreement & Equine Activity Liability Release and Risk Acknowledgement

## Confidentiality Agreement:

I, \_\_\_\_\_ agree not to disclose any client names, treatment information or identifying information pertaining to any client, past, present or future, of *The Horsepower Equine Assisted Learning (HEAL) Foundation*. to anyone who is not affiliated with *The Horsepower Equine Assisted Learning (HEAL) Foundation*. This confidentiality agreement is effective the date of the signing of this agreement, and is forever binding after my association with *The Horsepower Equine Assisted Learning (HEAL) Foundation* ends.

## Equine Liability Release and Risk Acknowledgement:

1. **Parties.** The parties to this document are The Horsepower Equine Assisted Learning (HEAL) Foundation (hereinafter "HEAL") and \_\_\_\_\_ (hereinafter "client").

*(print client name here)*

2. **Apportionment of Liability.** In consideration of client being allowed to attend, participate in, or observe activities sponsored or conducted by HEAL, or be present on the property on which HEAL conducts its activities, client does agree to hold harmless and release HEAL, its officers, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on HEAL's behalf and the owner(s) of any horse or other property used by HEAL, 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 clients' 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 HEAL, 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 HEAL or client's presence on or proximity to property used by HEAL.

3. **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 HEAL and all parties described above, for any losses or expenses (including attorney fees) which they incur in connection with claims related to client.

4. **Risks.** According to the North American Horseman's Association, numerous obvious and non-obvious inherent risks are always present in horseback riding and being around horses, despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a client falls from a horse to the ground it will generally be at a distance of 3 to 5 feet, and the impact may result in injury to the client. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks 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 HEAL to advise of all the risks.

5. **Acknowledgment and Assumption of Risks.** Client acknowledges that s/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 HEAL constitutes a knowing and voluntary assumption of all risks associated with equine activities involving HEAL or being present on or using HEAL property (including but not limited to inherent risks and the risk of negligence by HEAL or others) which is a defense under Virginia law to any claim for injury or damage, and a bar to recovery.

6. **Visitors.** Should client bring to HEAL any person who is not a party to an Equine Activity Liability Agreement with HEAL, 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.

7. **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 HEAL safety rules or the directions of HEAL 's staff

may put her/him at risk of, or increase the risk of, personal injury.

**8. Premises Inspection.** Client has inspected the farm's premises and facilities and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for client and any guests, or visitors they bring on the premises.

**9. 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 HEAL's officers, directors, shareholders, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on HEAL's behalf and the owner(s) of any horse or other property used by HEAL. This agreement shall be binding upon HEAL, 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 HEAL at the address above. The General Court of Prince William County, Virginia shall be the exclusive venue for any litigation between client and the parties described above.

**Warning**

**Under Virginia Law an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.  
Va. Code Ann. § 3.2-6200 - 6302.**

Client's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_