



EQUINE SHARING PROGRAM. INC.

PHOTO RELEASE & INDEMNITY FOR PARTICIPANTS

Release and Indemnity Agreement

The undersigned (parent/guardian if under 18 or unable to make legal decisions) _____, for and in consideration of the agreements of ESP to provide equine activities, facilities and horses to the said dependent (self), do hereby forever release, acquit, discharge, indemnify and hold harmless ESP, its officers, directors, trustees, agents, employees, representatives, successors and including all volunteers assisting them, for all manner of claims, demands, suits and damages of every kind and nature, which the undersigned or the dependent (self) may have against its officers, directors, trustees, agents, employees, representatives, successors or volunteers on account of any personal injuries, physical or mental condition, known or unknown, to the undersigned or the said dependent (self), or the treatment thereof or any other damage arising as a result of or in any way connected with the acts of ESP, its officers, directors, trustees, agents, employees, volunteers, successors or assigns, including but not limited to, their negligence or gross negligence in rendering the services above described or in any way incidental thereto, including, but not limited to, the providing of any animals for such equine instruction or riding.

If any provision of this Release Agreement shall be deemed invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Photo Release

I hereby **CONSENT** to and authorize the use and reproduction by ESP of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional printed material, educational activities or for any other use for the benefit of equine assisted activities.

Date: _____ Signature: _____

Participant, Parent/Guardian

I hereby **REFUSE** consent to and authorize the use and reproduction by _____ of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional printed material, educational activities or for any other use for the benefit of equine assisted activities.

Date: _____ Signature: _____

WARNING

Under Texas law(Chapter 87, civil practice and remedies code) an equine professional is not liable for and injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

Printed Participant Name:

Participant Signature (when appropriate):

Parent/ Guardian Name Printed: