



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
Wild Acres Counseling L. L. C.

This Agreement, made as of this ____ day of _____, 20____, between Wild Acres Counseling L. L. C., Kathy Boisjoli, and its instructors/contractors, and the person(s) executing this document (hereinafter referred to as "Client").

In consideration for Wild Acres Counseling L. L. C., Kathy Boisjoli, and all instructors, contractors, or volunteers allowing Client to participate in treatment from Wild Acres Counseling L. L. C. and its independent contractor therapists, Client voluntarily agrees to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT and hereby agrees to personally assume the risks associated with horses. For the purposes of this document, "participation in treatment" includes but is not limited to being present on the premises where treatment is provided, being in the proximity of horses, handling horses, and/or riding horses. Client understands that horses and livestock are dangerous, may bite, kick, spook, trample, causing Client to be injured. Equine activities are considered inherently high risk and such risks include serious injury and death. Such risk may be increased should Client participate in mounted equestrian activities.

Due to the nature of horses, before anyone may ride or participate in treatment from Wild Acres Counseling L. L. C., Kathy Boisjoli and/or any independent contractors, s/he shall sign the RELEASE AND AGREEMENT TO ASSUME RISK that follows. By signing below, participants agree to assume the risk associated with horses and riding horses both to participant and their horse. If you have any questions about the meaning of the legally binding contract, please feel free to ask your therapist or contact your attorney.

RELEASE AND AGREEMENT TO ASSUME RISK

Client is participating voluntarily in a program involving handling and riding horses. Client understands and is fully aware that being around horses involves inherently dangerous risks of serious injury or loss to Client, Client's minor child(ren), or Client's personal property. Client hereby releases, waives, and forever discharges (i.e. Client waives the right to sue and possibly receive monetary damages for) Wild Acres Counseling L. L. C., Kathy Boisjoli, and any and all agents, employees, or independent contractors of Wild Acres Counseling L. L. C., of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's participation in any activity involving Wild Acres Counseling L. L. C.'s services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Wild Acres Counseling L. L. C. or any of the other parties listed above. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Wild Acres Counseling L. L. C. and all of the other parties listed above harmless for any liability thereof as set forth herein.

Client is participating voluntarily in a program which takes place on an operational farm and understands that there are risks inherent with being on a farm, including but not limited to: interaction with livestock such as goats, sheep, chicken, cows, or other farm animals, either currently present on the farm or later acquired; interaction with pets such as dogs and cats, either

currently present on the farm or later acquired; farm employee operation of machinery such as, but not limited to, snowplows, tractors, ATVs, or construction equipment; uneven or unstable ground; and other risks incident to being on farm property. Client hereby releases, waives, and forever discharges (i.e. Client waives the right to sue and possibly receive monetary damages for) Wild Acres Counseling L. L. C., Kathy Boisjoli, and any and all agents, employees, or independent contractors of Wild Acres Counseling L. L. C. of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's participation in any activity involving Wild Acres Counseling L. L. C.'s services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Wild Acres Counseling L. L. C. or any of the other parties listed above. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Wild Acres Counseling L. L. C. and all of the other parties listed above harmless for any liability thereof as set forth herein.

Wild Acres Counseling L. L. C. and Kathy Boisjoli lease the farm premises from JAKK Properties, LLC. Client agrees on behalf of Client and any guests Client may bring to the premises that Wild Acres Counseling L. L. C. and Kathy Boisjoli bear no responsibility or liability for any latent or obvious condition of the land, nor for any activities that may take place on the premises outside of the treatment being provided by Wild Acres Counseling L. L. C., and that such responsibility lies solely with the property management company, JAKK Properties, LLC.

Client agrees on behalf of Client and any guests Client may bring to the property that Client and guests will remain in authorized areas, which are limited to the main barn and arena. Client agrees to avoid any work areas, including but not limited to equipment storage areas, livestock pens for animals not part of Client's program, cropland, or any other areas designated by Wild Acres Counseling L. L. C. or any of its agents or contractors, whether designated in writing or verbally. Client hereby releases, waives, and forever discharges (i.e. Client waives the right to sue and possibly receive monetary damages for) Wild Acres Counseling L. L. C., Kathy Boisjoli, and any and all agents, employees, or independent contractors of Wild Acres Counseling L. L. C. of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's participation in any activity involving Wild Acres Counseling L. L. C.'s services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Wild Acres Counseling L. L. C. or any of the other parties listed above. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Wild Acres Counseling L. L. C. and all of the other parties listed above harmless for any liability thereof as set forth herein.

Client further agrees that if a claim or lawsuit is made against Wild Acres Counseling L. L. C.; any owners, instructors/contractors, volunteers, agents, and/or employees of Wild Acres Counseling L. L. C. for any injury or damage brought by, or allegedly attributable to, Client arising from Client's participation in any activity involving Wild Acres Counseling L. L. C.'s services, or arising out of either direct or indirect negligence of the Client; Client hereby agrees to indemnify and hold harmless Wild Acres Counseling L. L. C.. Client further agrees to pay all attorney's fees and costs reasonably incurred by Wild Acres Counseling L. L. C. or any of the other parties previously listed to defend that claim or lawsuit and will

reimburse Wild Acres Counseling L. L. C. or any of the other parties previously listed for any judgment, expense, or other damage incurred. This release is given on behalf of Client, Client's spouse, Client's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Client's, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until Client has revoked it in writing.

REQUIREMENTS FOR TREATMENT

Wild Acres Counseling L. L. C. recognizes that being around horses inherently carries risk. To minimize that risk, safety is first and foremost. The use of helmets is encouraged while under treatment from Wild Acres Counseling L. L. C. and any independent contractors, and is mandatory for all Clients while riding horses owned or leased by Wild Acres Counseling L. L. C.

Client hereby agrees to **wear long pants when riding horses; wear shoes with a hard sole, closed toe, and heel; and to remove any dangling jewelry or any other loose items** that may put the Client at risk. Client further agrees to disclose any and all pre-existing health conditions. Client also agrees that HIPAA guidelines will be adhered to in order to protect confidentiality to the best of our ability in a public boarding facility.

If Client chooses to engage in treatment without adhering to the above requirements, Client hereby releases, waives, and forever discharges (i.e. Client waives the right to sue and possibly receive monetary damages for) Wild Acres Counseling L. L. C., Kathy Boisjoli, and any and all agents, employees, or independent contractors of Wild Acres Counseling L. L. C. of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage - including damage to Client's physical body or personal property - resulting during Client's participation in any activity involving Wild Acres Counseling L. L. C.'s services. Client assumes full responsibility for the risk of bodily injury, death, or property damage from such activities, and shall hold Wild Acres Counseling L. L. C. and all of the other parties listed above harmless for any liability thereof as set forth herein.

_____ Client's initials

STATUTORY NOTICE:

Minnesota Stat. 604A.12: Inherent risk of livestock activities means the dangers or risks arising from the propensity of livestock to behave in unpredictable ways, including, but not limited to, kicking, biting, spooking, and rearing in response to sound, sudden movement, unfamiliar objects, persons, and other animals.

CLIENT HEREBY ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE CONTENTS OF THIS DOCUMENT, UNDERSTANDS ITS MEANING, AND HAS VOLUNTARILY EXECUTED THE SAME.

Date

Print Client Name

Print Emergency Contact Name

Client Signature

Emergency Contact Telephone Number

Minor Client's Parent/Guardian Signature

Client Address

Client Telephone Number