



LIABILITY RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

I fully understand and recognize the existence of each of the following risks and hazards associated with being around, petting and feeding Donkeys (these risks and hazards shall hereinafter collectively be referred to as the "Inherent Risks")

- a. Donkeys are large animals and although trained, the activities of being around, petting or feeding Donkeys could possibly involve numerous inherent hazards, both foreseen and unforeseen, of injury and death to me (or my child).
- b. Donkeys, like all other animals, irrespective of their training and usual docile behavior, may act and react unpredictably, including, but not limited to, biting, kicking, rearing, bucking, and running away.
- c. We take safety measures to provide plastic feeding cups and the option of keeping the donkeys fenced in. Some feel very comfortable interacting and allowing their kids to interact with the donkeys and feed by hand. This will be allowed at your own discretion and we are not responsible for any injuries.

Considering these understandings and recognitions, and in regard of me (or my child) being permitted to participate with Donkey-related activities ("Subject Activities") provided and/or coordinated by Loving Long Ears Donkey Therapy & Sanctuary, Inc., hereby:

1. Recognize the *Subject Activities* are inherently dangerous and personally assume all risks, including, but not limited to, the above-stated *Inherent Risks*, whether foreseen or unforeseen, associated with me (or my child's) participation in the *Subject Activities*; and
2. Forever RELEASE any and all liability of Loving Long Ears Donkey Therapy & Sanctuary, Inc. and its successors, designates, members, directors, officers, employees, volunteers, instructors, therapists, agents, sponsors, and affiliates (hereinafter collectively referred to as ("*Releasee*"), DISCHARGE and COVENANT NOT TO SUE the *Releasee*, and hold and save HARMLESS and INDEMNIFY *Releasee* from and against any and every liability, claim, injury, loss, damage, expense, demand, action, and cause of action, of whatsoever kind or nature, arising out of or related to any such loss, damage, or injury, including death, that may be sustained by me (or my child), for whatever reason, while participating in the *Subject Activities*, whether such damages are the result of *Releasee's* negligence or any other cause.
3. I further state that I am of lawful age and legally competent to sign this Agreement for myself (or as a representative for my child), I understand the terms of this Agreement are contractual and not a mere recital; this Agreement contains the entire agreement between myself and *Releasee*; and if I am executing this Agreement (on behalf of a child), that I am the legal guardian of said child and authorized to execute this Agreement in said capacity. In addition, I agree that nothing about this Agreement limits the protections afforded to *Releasee* by Texas State's Liability Laws.

IN SIGNING THIS AGREEMENT, I HEREBY ACKNOWLEDGE AND REPRESENT, THAT I HAVE READ THIS AGREEMENT, UNDERSTAND AND ACCEPT THE AGREEMENT'S TERMS, AND VOLUNTARILY ENTERING INTO THIS AGREEMENT.

* Signature: _____ Date: _____

* Signature Parent/Guardian (if under 18 yrs.)

Signature: _____ Date: _____