



*“Promoting Education, Personal Development and Communication
Through Equine Assisted Activities”*

REGISTRATION AND RELEASE FORM

Participant's Name: _____ Date of Birth: ____/____/____ Age: _____

Weight: _____ Height: _____ Disability(ies): _____ None ()

Allergies : _____ None ()

Primary Contact Name: _____ Relationship: _____

Best Number To Contact at: _____ Email address: _____

Mailing Address:

Street: _____ City: _____ State: _____ ZIP: _____

Home phone: _____ Cell Phone: _____ Fax: _____

Employer: _____ Work phone: _____ OK to contact at work:() yes () no

PHOTO RELEASE

_____ I hereby consent to and authorize

_____ I do not consent to, nor do I authorize

the use and reproduction of any and all photographs and other audiovisual materials taken of me/participant by Equine Tranquility Wellness Center, Inc. for promotional printed material, educational activities, exhibitions, or for any other use for the benefit of the program.

“WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq.).”

CONTINUED ON THE OTHER SIDE

*Mailing address: 1180 Ringwood Ave. • Pompton Lakes, NJ 07442
Barn address: Equine Tranquility Farm • 134 Airport Rd. • Andover, NJ 07821
Contact: Colleen O'Dea, CTRI; colleengodea@aol.com, 201-970-3400, Fax 973-839-6337*



Participant Release of Liability

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 2013, by and between **Equine Tranquility Wellness Center, Inc., and/or Colleen O'Dea**, hereinafter designated "OPERATOR", and _____, hereinafter designated Participant, and if Participant is a minor, _____ Participant's parent or guardian. In consideration for the use, today and on all future dates, of the property, facilities and services of the Operator, the Participant, her/his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Participant to carry full and complete insurance coverage on his horse, if applicable, personal property and him or herself.
2. Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF OR PRESENCE UPON OPERATOR'S PROPERTY AND FACILITIES including, without limitation and not limited to, the risks of bodily injury, disease, death, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another Participant.
3. To the fullest extent permitted by law, Participant agrees to hold Operator and all of its successors, assigns, subsidiaries, affiliates, officers, directors, trustees, volunteers, employees and agents completely harmless and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Participant's use of or presence upon Operator's property and facilities, including without limitation, those based on bodily injury, disease or death, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Operator.
4. To the fullest extent permitted by law, Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. To the fullest extent permitted by law, Participant agrees to hold harmless, indemnify and defend Operator against, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of or presence upon the Operator's property and facilities.
6. Participant agrees to abide by all of Operator's and the Facility's rules and regulations.
7. If Participant is using his own horse, Participant warrants that the horse shall be free from infection, contagious or transmissible disease. Operator reserves the unconditional right to refuse or permit the horse on Operator's premises if not in proper health or is deemed dangerous or undesirable.
8. This Release is non-assignable and non-transferable and is made and entered into in the State of New Jersey, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Operator and Participant or Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Colleen G. O'Dea/ls

Operator's Signature

Participant's Signature (or Participant's parent or guardian, if Participant is a Minor)