

JRs Equine Spa & Retreat, LLC  
5532 S. 188<sup>th</sup> Rd  
Pleasant Hope, MO 65725



417-830-9174  
www.JRsEquineSpa.com  
[JRsEquineSpa@aol.com](mailto:JRsEquineSpa@aol.com)

## Spa Treatments/Therapy Waiver

**Disclaimer:** The use of any of the Spa Treatments/Therapy devices, including but not limited to, *Solex AO Scan, Niagara Equissage Pulse, Theraplate, Shadow Horse Solarium, Bio-Pulse 3000 Electro Magnetic, Salt Therapy Room, Equitonic 9, Pressure Ice, Safe-T-Mill Treadmill, Doser Cold Laser, Equi-Release Pro, Tuning Forks, Essential Oils, Moxibustion, Massage, Neuro-Myofascial Release, Craniosacral Therapy, Kinesiology Taping, Wound Care, etc.* at the JRs Equine Spa & Retreat, LLC are non-invasive modality intended to enhance the well-being in the healthy horse and is not designed to replace proper veterinary care.

JRs Equine Spa & Retreat reserves the right to alter or modify the below terms and conditions from time to time. Your acknowledgment below constitutes your agreement to any and all terms changed, modified or altered. It is your best interest to view our website periodically for the latest terms and conditions. The information contained both herein and on our website is designed to disseminate general information. It is not intended to give medical advice and as such should not be relied upon as a substitute for professional veterinarian advice.

I understand and acknowledge that by entering the premises and employing of the services offered by JRs Equine Spa and Retreat, the following:

1. *I assume all known, latent or anticipated risks;*
2. *I understand that if I am in doubt regarding the physical health of my horse that I need to consult my veterinarian.*
3. *I understand that JRs staff will NOT treat an injured horse, dog, cat, or person without a veterinarian's approval.*
4. *My participation at JRs Equine Spa & Retreat is purely voluntary and no warranties or representations were made to me by its management to induce me to participate;*
5. *I shall assume full responsibility for myself and any of my horses, guests and/or invitees;*
6. *I understand that JRs Equine Spa does not evaluate or diagnose my horse's health, and I have received medical clearance for my horse prior to engaging in JRs Equine Spa & Retreat activities;*
7. *JRs Equine Spa & Retreat has neither applied for or received approval by the Food and Drug Administration or any other consumer protection group;*
8. *The use of the spa and/or therapy treatments at JRs Equine Spa & Retreat have not been evaluated by the Food and Drug Administration or any other agency;*
9. *The use of JRs Equine Spa & Retreat is not intended to treat, cure or prevent any illness. All medical conditions should be treated by a veterinarian competent in treating the condition. JRs Equine Spa & Retreat assumes no responsibility for customers choosing to treat their horses.*
10. *All products and services provided by JRs Equine Spa & Retreat, including written information, labels, brochures and flyers, as well as information provided orally or in any other medium of communication, have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease. For all your health conditions, please consult an appropriately licensed healthcare practitioner.*

Initial: \_\_\_\_\_

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LIMITATION OF LIABILITY

YOU AGREE THAT NEITHER SPA TREATMENTS/THERAPIES NOR ANY PERSON ASSOCIATED WITH SPA TREATMENTS/THERAPIES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OF JRS EQUINE SPA & RETREAT. THIS LIMIT OF LIABILITY COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS JRS EQUINE SPA & RETREAT, ITS MEMBERS, EMPLOYEES, AGENTS, AND SUPPLIERS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM USE OF JRS EQUINE SPA & RETREAT AND ITS FACILITIES.

TREATMENTS

I ACKNOWLEDGED THAT I HAVE PICKED A TREATMENT PLAN ACCORDING TO THE MANUFACTURES RECOMMENDATIONS AND THAT THE RECOMMENDATIONS ARE DESIGNED FOR USE WITH HORSES THAT HAVE PREVIOUSLY BEEN ACCLIMATED AND ARE COMFORTABLE WITH THE TREATMENTS, AND THAT THE MANUFACTURES' SUGGESTED USES MAY BE ADJUSTED BASED ON THE RESPONSE OF MY HORSE AND MY HORSE'S UNIQUE SITUATION.

SIGNATURE OF OWNER OF HORSE

PRINT \_\_\_\_\_

SIGN \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

Initial: \_\_\_\_\_

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## Equine Facility - Waiver and Release of Liability

I understand and acknowledge that JR's Equine Spa & Retreat is a facility centering around the care of equines, and that by entering the premises and employing the services offered by JR's Equine Spa and Retreat, I understand and acknowledge the following:

1. There are significant elements of risk associated with being around and in the presence of horses, including but not limited to horses, mules and donkeys, and the use of any equipment therewith. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions, collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.
2. I acknowledge that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including, but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability;
3. I assume all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom;
4. I agree to abide by and follow JR's Equine Spa & Retreat, LLC's rules and regulations which shall be posted and/or available from time to time; and
5. I acknowledge I have seen the "Equine Liability" signs posted through JR's Equine Spa & Retreat's facility.

I AGREE THAT NEITHER THE JRS EQUINE SPA & RETREAT, LLC, NOR ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, SUCCESSORS AND ASSIGNS, INCLUDING RONALD AND JENNIFER HURT, SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM BEING AROUND AND IN THE PRESENCE OF THE HORSES LOCATED AT THE JRS EQUINE SPA & RETREAT PREMISES.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION AGAINST THE COMPANY, AND ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION AND/OR MY PETS'/HORSES' PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Client Signature:

Client Name:

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\_\_\_\_\_

Initial: \_\_\_\_\_