

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



417-830-9174
www.JRsEquineSpa.com
JR'sEquineSpa@aol.com

Workshop Participation & Waiver of Liability Agreement

Thank you for participating in the JR's Equine Spa & Retreat, LLC event, which consists of a class, a workshop, a retreat or a series of classes or workshops, whichever is applicable (the "Workshop"), sponsored by JR's Equine Spa & Retreat, LLC, and taught by Jennifer Hurt or one of Jennifer Hurt's designated teachers or volunteers (collectively, the "Teachers").

By participating in the Workshop you agree to the following terms and conditions:

NATURE OF THE WORKSHOP

- 1. The information presented during the Workshop, including ideas, suggestions, techniques, trainings, exercises, instructions, and other materials (collectively the "Materials"), is educational in nature and is provided only as general information and is not medical advice.*
- 2. You understand the Workshop is experiential in nature and focuses solely on personal growth and knowledge transformation and is not to be considered treatment for any physical disorder. You agree to consult with your veterinarian for any specific medical problems or issues in advance of the Workshop. Further you agree to take full responsibility for your horse's care during the Workshop and after.*
- 3. Any instruction, stories, and/or educational material presented before or during the Workshop do not constitute a warranty, guarantee, or prediction regarding your experience during or after the Workshop. Further, you understand that JR's Equine Spa & Retreat, LLC makes no warranty, guarantee, or prediction that you and your horse will experience any particular outcome of an issue. Due to the fact that the Workshop includes group processes in which you may voluntarily reveal personal information concerning you or your horse, you understand that you waive your rights of privacy and confidentiality.*
- 4. You acknowledge and agree that anything and everything discussed with Jennifer Hurt, one of the other Teachers, or any Workshop participant is merely a perspective for you to consider. You further understand that your participation in the Workshop is not intended to create nor does it establish a client-practitioner relationship or any other type of therapeutic or professional relationship between you and Jennifer Hurt or the Teachers.*
- 5. Please be advised that by participating in the Workshop, emotional or physical sensations may surface which could be perceived as negative side effects and could cause physical discomfort for you and your horse. If you experience any distressing reactions by participating in the Workshop, you agree to ask for help from Jennifer Hurt, or one of the other Teachers.*
- 6. You further acknowledges that if you at any time do not feel safe, feel uncomfortable, feel "bullied", feel mental or physical harm could be done to your horse, you or any other person, or animal, in any situation, etc., You hereby agrees to stop all activity, report said activity to JR's Equine Spa & Retreat, LLC, Jennifer Hurt, the Teachers, etc, in order to avoid any harm or damage to you, your horse, and/or any other person, animal, livestock, and shall assume risks in connection, and expressly waives any claim for any injury or loss arising therefrom.*

Initial: _____

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



417-830-9174
www.JRsEquineSpa.com
JR'sEquineSpa@aol.com

WAIVER OF LIABILITY

7. *You represent that you are competent and able to understand the nature and consequences of participating in the Workshop, and you are an adult under the laws of the State of your residence. If you are a minor, your parent or legal guardian hereby represents that you are competent and able to understand the nature and consequences of participating in the Workshop.*
8. *You understand that your participation in the Workshop is strictly voluntary, at your own risk, and that you freely choose to participate.*
9. *You agree to assume and accept full and complete responsibility for all known, unknown, latent or anticipated risks, associated with yours and your horse's participation in the Workshop, including any physical injury, psychological or emotional effects, death, loss, or property damage.*
10. *You agree to release JR's Equine Spa & Retreat, LLC, Jennifer Hurt, the Teachers, employees, volunteers, and any independent contractors from any liability resulting from your participation in the Workshop. Specifically, you and your heirs agree to fully release, indemnify, hold harmless and defend JR's Equine Spa & Retreat, LLC, Jennifer Hurt, the Teachers, employees, volunteers, and any independent contractors, from any and all claims or liability, and for any damage or injury, including but not limited to, financial, personal, emotional, psychological, medical, or otherwise, which you and/or your horse may incur arising at any time as a result of your voluntary decision to participate in the Workshop.*
11. *In the event of an accident, injury or sickness, you give permission to JR's Equine Spa & Retreat, LLC, Jennifer Hurt, the Teachers, employees, volunteers, and any independent contractors to seek medical attention and/or authorize emergency medical treatment if necessary. JR's Equine Spa & Retreat, LLC, Jennifer Hurt, the Teachers, employees, volunteers, and any independent contractors will not be held liable for any accident, injury, sickness, death, loss, or property damage that might arise out of or in connection with such authorized emergency medical treatment.*
12. *You understand that if you are in doubt regarding the physical health of your horse that you need to consult your veterinarian.*
13. *You understand that JR's staff will NOT treat an injured horse without a veterinarian's approval.*
14. *Your participation at JR's Equine Spa & Retreat is purely voluntary and no warranties or representations were made to you by its management to induce you to participate;*
15. *You shall assume full responsibility for yourself and any of your horses, guests and/or invitees;*
16. *You understand that JR's Equine Spa does not evaluate or diagnose your horse's health, and You have received medical clearance for your horse prior to engaging in JR's Equine Spa & Retreat activities/Workshops;*
17. *JR's Equine Spa & Retreat has neither applied for or received approval by the Food and Drug Administration or any other consumer protection group;*
18. *The use of the spa and/or therapy treatments at JR's Equine Spa & Retreat have not been evaluated by the Food and Drug Administration or any other agency;*
19. *The use of JR's 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. JR's Equine Spa & Retreat assumes no responsibility for customers choosing to treat their horses.*
20. *All products and services provided by JR's 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*

Initial: _____

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



417-830-9174
www.JRsEquineSpa.com
JR'sEquineSpa@aol.com

intended to diagnose, treat, cure or prevent any disease. For all your health conditions, please consult an appropriately licensed healthcare practitioner.

21. *You agree and understand the Workshop may be filmed, photographed and/or recorded and that JR's Equine Spa & Retreat, LLC and Jennifer Hurt shall have all rights in and to such film, photographs and/or recording, including the copyright therein. The copyright shall included, but not be limited to, the right to use, re-use, publish and re-publish and otherwise reproduce, modify, and display any such film, photograph and/or recording images. You grant JR's Equine Spa & Retreat, LLC and Jennifer Hurt the right, without compensation to you, to film, photograph and/or record you while participating in the Workshop and you waive any right which you now have or may have hereafter in any such film, photograph and/or recording. You agree to not record by audio, video, photographic or any other means, any portion of the Workshop.*
22. *Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. If any portion of this Agreement is held to be invalid, it is agreed that the balance of the Agreement shall continue in full force and affect. This Agreement shall be binding upon you and your heirs family, legal representatives, successors, and assigns.*
23. *This agreement constitutes the entire and final agreement between the parties and supersedes any prior oral or written agreements, discussions or understandings. This Agreement may not be modified in any respect except in writing describing the modification and signed by both parties.*

By signing below, you acknowledge that you have carefully and completely read and fully understand all aspects of this Agreement and you agree to all the terms and conditions stated herein.

Acknowledged:

SIGNATURE OF PARTICIPANT:

PRINT _____

SIGN _____

DATE _____

EMAIL _____

Initial: _____

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



417-830-9174
www.JRsEquineSpa.com
JRsEquineSpa@aol.com

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:

Initial: _____