SEA STAR HORSE SANCTUARY
PARTICIPANT/VOLUNTEER(S) RELEASE AND INDEMNITY AGREEMENT

Participant/Volunteer: _____ Date: _____

For good and valuable consideration, including but not limited to Participant/Volunteer(s) being permitted to participate in activities, interact with Sea Star Horse Sanctuary animals, and/or being provided access to and use of the premises located at 53A RILEY RANCH ROAD, CARMEL, CA 93923-9614 ("Premises"), the Participant/Volunteer(s) and their respective heirs, assigns, and personal representatives, hereby stipulates and agrees:

1. Assumption of the Risk. Participant/Volunteer(s) understand(s) that Sea Star Horse Sanctuary operates a sanctuary for horses. Participant/Volunteer(s) understands that activities on the Premises may be hazardous and involve risks that may sustain injury, illness, disease, temporary or permanent disability, death, and/or property damage. Participant/Volunteer(s) may be exposed to animals that may bite, kick, crush, head butt, farm vehicles, ongoing construction, debris, power tools, downed or live electrical wires, property that has been damaged or is in need of repair, slippery or wet surfaces, mud, standing water, falling rocks or tree limbs, uneven or rocky ground, holes or crevices in the roads or ground, and/or other hazards inherent to farm operations.

Participant/Volunteer(s) further understands that Sea Star Horse Sanctuary cannot provide an allergen-free environment and that Participant/Volunteer(s) on the Premises and/or participating in activities may consume or come into contact with food that contains allergens or traces of allergens, and may experience an allergic reaction, injury, or death.

Participant/Volunteer(s) further understands that Sea Star Horse Sanctuary does not provide medical services, and that injuries and/or allergic reactions may be compounded by negligent or delayed medical service.

PARTICIPANT/VOLUNTEER(S) VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO PARTICIPANT/VOLUNTEER(S) PARTICIPATION IN THE ACTIVITIES AND/OR PRESENCE ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, ON BEHALF OF PARTICIPANT/VOLUNTEER(S), AND THEIR RESPECTIVE HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

2. Release and Waiver. Participant/Volunteer(s), and their respective heirs, assigns, and personal representatives, hereby fully and forever discharges and releases Sea Star
Horse Sanctuary, to the fullest extent permitted by law, from any and all claims they may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable to or relating in any manner to Participant/Volunteer(s) entry upon and use of the Premises and/or attendance of the activities, whether caused by the negligence of Sea Star Horse Sanctuary or any other reason. Such claims include, but are not limited to claims for emotional distress, medical expenses, cost of rehabilitative and other care, lost earnings, loss of companionship, and time spent caring for Participant/Volunteer(s).

Participant/Volunteer(s) acknowledges and agrees that this Agreement is intended to be, and is, a complete release of any responsibility of Sea Star Horse Sanctuary for any and all claims, losses, costs, personal injuries, temporary or permanent disability, death, and/or property damage sustained by Participant/Volunteer(s) or their heirs, assigns, and personal representatives, in connection with Participant/Volunteer(s) participation in the activities on the Premises.

Participant/Volunteer(s), and their respective heirs, assigns, and personal representatives, waives any and all rights which they may have under the provisions of Section 1542 of the California Civil Code or any similar statute of the United States or any state or territory of the United States pertaining to the matters encompassed by this Agreement. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. Covenant Not to Sue. Participant/Volunteer(s), and their respective heirs, assigns, and personal representatives agrees not to sue Sea Star Horse Sanctuary or initiate or assist in the prosecution of any claim for damages or cause of action against Sea Star Horse Sanctuary which they may have or hereinafter may have as a result of any personal injury, death, or property damage sustained in connection with Participant/Volunteer(s) participation in the activities on the Premises.

4. Indemnification. Participant/Volunteer(s) hereby agrees to defend, indemnify, and hold harmless Sea Star Horse Sanctuary from and against any and all losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees), and costs of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of Participant/Volunteer(s) participation in the activities and/or entry on the Premises (collectively "Claims"), whether such
Claims are brought by Participant/Volunteer(s) or any other party.

5. Safety Rules. Participant/Volunteer(s) understands and will obey all safety rules, regulations, signs, and directions of the staff of Sea Star Horse Sanctuary.

6. Photo and Video Release. Participant/Volunteer(s) hereby gives Sea Star Horse Sanctuary irrevocable permission to make photos, videos, and sound recordings of Participant/Volunteer(s) (collectively, "Recordings") in connection with their participation in the activities and/or entry on the Premises, and to use, reproduce, distribute, and/or broadcast the recordings, and any photos, videos, and/or sound recordings provided to Sea Star Horse Sanctuary by Participant/Volunteer(s), in any manner in furtherance of Sea Star Horse Sanctuary's charitable mission, in any media, in perpetuity, without any compensation to or further approval required by Participant/Volunteer(s), unless otherwise agreed upon of no release.

7. Photo and Video Use. Photos and/or videos taken on the Premises and/or on the activities are for personal use only and may not be distributed to the public or used for commercial or fundraising purposes without Sea Star Horse Sanctuary's prior written consent. Photos or videos posted on personal social media sites should be tagged #seastarhorsesanctuary.

8. Miscellaneous. This Agreement shall have perpetual effect. This Agreement shall be governed by and interpreted in accordance with the laws of California. In the activities that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

9. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Participant/Volunteer(s) has not relied on any representation of any kind or character not contained in this Agreement. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

BY SIGNING BELOW, THE UNDERSIGNED ("PARTICIPANT/VOLUNTEER(S)") HEREBY ACKNOWLEDGES THAT PARTICIPANT HAS RECEIVED, FULLY READ, AND UNDERSTANDS EACH OF THE PROVISIONSOF THE SEA STAR HORSE SANCTUARY PARTICIPANT/VOLUNTEER(S) RELEASE AND INDEMNITY AGREEMENT AND INTENDS TO BE FULLY BOUND BY THE AGREEMENT AND TOUNCONDITIONALLY RELEASE SEA STAR HORSE SANCTUARY OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. PARTICIPANT/VOLUNTEER(S) UNDERSTANDS THAT PARTICIPANT/VOLUNTEER(S) ARE GIVING UP SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE AND RECOVER DAMAGES. PARTICIPANT/VOLUNTEER(S) ATTESTS THAT PARTICIPANT/VOLUNTEER(S) IS AT LEAST EIGHTEEN YEARS OF AGE AND LEGALLY COMPETENT, AND EXECUTES THIS AGREEMENT FREELY AND VOLUNTARILY AND FOR ADEQUATE CONSIDERATION.

_____ _____

Email **Phone**

_____ **Date:** _____

Signature of Participant/Volunteer (over age of 18)

_____ **Date:** _____

Printed name of Participant/Volunteer (over age of 18)

_____ **Date:** _____

Signature of Parent/Guardian (under age of 18)

_____ **Date:** _____

Printed name of Parent/Guardian (under age of 18)

Name(s) of Minor Child(ren): _____ **Age:** _____

Name(s) of Minor Child(ren): _____ **Age:** _____

Name(s) of Minor Child(ren): _____ **Age:** _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____