



HARMONY HORSEWORKS

Horse Sanctuary
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VOLUNTEER AGREEMENT AND LIABILITY WAIVER

This volunteer agreement and Liability Waiver (hereinafter “Agreement”), is entered between _____ (hereinafter “Volunteer) and Harmony HorseWorks, a Colorado nonprofit corporation.

Volunteer desires to participate in Harmony HorseWorks’ horse sanctuary program and agrees to the following terms and conditions:

1. Volunteer must complete this Volunteer Agreement and Liability Waiver and be approved by the Board of Directors of Harmony HorseWorks.
2. Volunteer must attend the horse safety orientation lesson in groundwork and grooming prior to beginning any volunteer work. Volunteer must also take a tour of the grounds and be introduced to each of the horses. Volunteer agrees to wear proper attire while performing duties, including but no limited to a helmet and riding boots while riding, wearing hard-soled shoes at all times, wearing long pants at all times, and dressing appropriately for weather conditions. The minimum age for a volunteer is 18 years of age unless a parent or guardian is present on the premises at all times with a minor volunteer. Any volunteers that are minors cannot be left unattended by their parent/guardian on the premises at any time.
3. Volunteer understands that Harmony HorseWorks has different categories of volunteers and that for Volunteer’s own personal safety and the well-being of the horses on site, Volunteer is permitted only to perform the duties for the designated category. Categories include, but are not limited to:
 - Level 1 – maintaining the grounds only and not handling or training horses.
 - Level 2 – handling horses on the ground plus Level 1.
 - Level 3 – training horses on the ground plus Levels 1 and 2.
 - Level 4 – riding horses in the corrals plus Levels 1, 2 and 3.
 - Level 5 – riding horses on the trails plus Levels 1, 2, 3 and 4.
 - Level 6 – training horses under saddle in the corrals plus Levels 1, 2, 3, 4, and 5.
 - Level 7 – training horses under saddle on the trails plus Levels 1, 2, 3, 4, 5 and 6.
 - Level 8 – all of the above plus assisting in clinics and demonstrations.
4. Volunteer agrees that the Board of Directors will designate which category Volunteer will best serve Harmony HorseWorks. The Board will publish the volunteer list in the office and tack room (garage) and this list will be updated as necessary. The Board reserves the right to change Volunteer’s category designation as necessary.
5. Volunteer agrees that the relationship with Harmony HorseWorks is “at will.” Volunteer may leave the program without any notice and the Board may terminate Volunteer at any time.

6. Volunteer understands that Harmony HorseWorks is not an equine professional as defined by C.R.S. Sec. 13-21-119. Volunteer also understands that Harmony HorseWorks is engaged in an agricultural recreation activity as defined by C.R.S. Sec. 13-21-121, which limits the civil liability of Harmony HorseWorks. Volunteer acknowledges that this Agreement is being voluntarily and intentionally signed and agreed to.

7. Volunteer understands that the Volunteer is responsible for bodily injury, property damage, medical expenses, loss of wage, loss of school or other activities which the Volunteer should sustain while participating in any equine activity including, but no limited to death or property damage from mounting, riding, dismounting, walking, grooming, feeding, clean-up, use of the trails or facility in any capacity, falling off the horse whether the horse is bucking, flipping and/or spooked. The Volunteer, his/her heirs, administrators and assigns, agree to indemnify, release, discharge and hold harmless the owners, operators and sponsors of Harmony HorseWorks and its respective servants, agents, officers, volunteers and other Volunteers from all liability, claims, demands and causes of action for any such injuries (including death), sustained to Volunteer or that of Volunteer's child, legal charge and/or property which are in any manner connected with any equine event, use of a horse, equipment and/or gear, arranging for medical treatment, or acts or omissions of employees and/or agents of Harmony HorseWorks.

8. Volunteer authorizes Harmony HorseWorks or any agent of Harmony HorseWorks to arrange for any emergency medical treatment needed by Volunteer, including but not limited to any emergency medical treatment, ambulance, emergency room and/or hospital. Volunteer's medical information is listed below, but if Harmony HorseWorks or Harmony HorseWorks' agent is unable to arrange for medical treatment through Volunteer's listed medical carrier, then Volunteer authorizes Harmony HorseWorks to arrange for all necessary medical treatment on behalf of Volunteer. Under no circumstances does this section impose a duty upon Harmony HorseWorks to secure such emergency care.

9. Volunteer is at least 18 years of age and voluntarily enters into this Volunteer Agreement and Liability Waiver. (If this release is for a minor, please execute the additional clause below before signing).

I certify that I am the parent and/or legal guardian of _____ who is under the age of 18. I voluntarily enter into this agreement and agree to indemnify and hold harmless, and to pay for Harmony HorseWorks' attorneys fees and costs, against any and all claims that my child may have in the present or future, whether known or unknown, and for any and all physical, mental and/or financial injuries that my child may incur as the result of entering into this Volunteer Agreement and Liability Waiver.

Date: _____

Print Name: _____

Signature: _____

10. The invalidity or unenforceability of any term or provision shall not affect the validity or unenforceability of the remainder.

11. The parties agree that the jurisdiction and venue for any disputes over the terms of this Agreement shall be in Jefferson County, Colorado. All parties further agree that the prevailing party of

any legal action will be awarded their reasonable attorney fees and costs.

Date: _____

Volunteer or legal guardian signature: _____

Volunteer's printed name: _____

Phone: Home _____ Work _____ Cell _____

Address: _____

Email address: _____

In case of emergency call: _____

Emergency phone: _____

Medical insurance carrier: _____

Phone No. _____ Policy No. _____

HARMONY HORSEWORKS

By _____
Barbara Wright, Chairman of the Board

Date: _____

Harmony HorseWorks is a 501(c)(3) nonprofit corporation registered in Colorado. FEIN 200763702.