



Kids in Motion

Therapy Services

Kathylyn Barnhill, P.T.

6825 Rollingview Drive
Tobaccoville, NC 27050

(336) 922-6426
www.riverwoodtrc.org

Release

North Carolina

Forsyth County

This Release is made and executed this _____ day of _____ 200_ by _____ of _____ County, North Carolina (hereinafter “Releasor”), on behalf of Releasor and on behalf of _____, of _____ County, North Carolina, whose relationship to the Releasor is that of child, grandchild or otherwise and on whose behalf Releasor is authorized to release rights, claims, actions, etc. (hereinafter “Student”), and this Release inures to the benefit of Kids In Motion Therapy Services and Kathylyn Barnhill, P.T. (hereinafter collectively “Releasees”).

1. Acknowledgment of Risks. Releasor and Student acknowledge and understand, without limitation, the following: that being near, and on, horses involves significant risk of personal injury or even death; that being near, and on, horses is an activity that is inherently risky; that horses are large, strong, unpredictable animals; that Releasees provide Hippotherapy services which may utilize horses and/or involve riding horses on changeable or uneven terrain; and that Hippotherapy services may involve placing the Student in various developmental positions while utilizing and/or riding horses in order to challenge and strengthen the Student’s balance.

2. Acceptance. Releasor and Student accept the acknowledged risks, without limitation, and agree to participate in the Hippotherapy services provided by Releasees.

3. General Release. Notwithstanding any payment(s) made by Releasor and Student for Hippotherapy services provided by Releasees, and in consideration of said Hippotherapy services, the receipt and sufficiency of which are hereby acknowledged, the Releasor and Student for himself/herself, his/her executors, conservators, personal representatives, collectors, heirs, insurers, assigns, and subrogees, in good faith, does hereby fully and unconditionally release and forever discharge the Releasees, and any predecessors, successors, assigns, insurers, heirs, executors, collectors, and personal representatives, from any and all claims, actions, causes of actions, suits at law or in equity, demands, judgments, damages, and controversies that the Releasor and/or Student now has or has had or ever will have, whether now accrued or subsequently accruing, whether known or unknown, whether for personal injury, property damages, any loss of services, comfort, consortium, and companionship, or other economic loss, emotional distress, punitive damages, or otherwise, resulting from, arising out of, or in any way related to the Hippotherapy services provided by Releasees.



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4. Indemnity. Releasor and Student agree to indemnify fully the Releasees against any and all claims or suits of any nature or description that may in the future be brought by any person or entity on account of the Hippotherapy services provided by the Releasees or the events surrounding the Hippotherapy services provided by the Releasees. This indemnity provision includes, but is not limited to, derivative claims, whether for loss of consortium, comfort, companionship, or services, and claims for medical or other expenses. This indemnity provision shall include all costs of litigation, including attorneys' fees and expenses, and the payment of any damages and/or losses, whether by way of judgment or settlement.

5. No Liability Admitted. Releasor and Student hereby acknowledge(s) and understand(s) that the Releasees, by agreeing to provide Hippotherapy services admit to absolutely no liability of any sort.

6. Declarations. Releasor and/or Student warrant(s), declare(s), and guarantees(y) as follows.

- a. That he/ she is of legal age and competent to execute this Release;
- b. That no promise or inducement has been made or offered to him/her except set forth herein;
- c. That he/she has not assigned to any third party any right or claim that is the subject of this Release.

7. Reading. Releasor and Student state(s) that he/she has carefully read this Release; has had the opportunity to consult with an attorney regarding its terms; has without haste reflected upon its terms; and has signed this Release as his/her own free act and deed.

8. Entire Agreement. This Release may not be altered or revised except by amendment in writing signed by all. It is understood that this Release shall be binding and inure to the benefit of the signatories hereto and to the Releasees, and any of their executors, administrators, personal representatives, collectors, heirs, successors, and assigns and shall be binding and inure to the benefit of the Releasee, and any predecessors, successors, assigns, insurers, heirs, executors, collectors, and personal representatives.

This Release is effective as of the date set forth above.

_____(SEAL)

Releasor