



## Release and Waiver of Liability

-- PLEASE READ CAREFULLY BEFORE SIGNING --

**WARNING:** *Under Georgia law, an equine sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.*

This release and Waiver of Liability (the "Release") was executed on this day of \_\_\_\_\_, 20\_\_\_\_, by Trinity Rescue Inc., an organization located at 5826 Forest Drive, Acworth, GA 30102, organized and existing under the laws of the State of Georgia, USA.

I, \_\_\_\_\_ (*The volunteer*), desire to participate in Trinity Rescue Inc. activities. I understand that the activities may include, but are not limited to, construction, rehabilitation, and maintenance of buildings, land and fencing, cleaning, being transported to and from event site locations, consuming food, working with live animals, working in the Trinity Rescue Inc. offices, and other participatory related activities. I have also read the Georgia Equine Liability Law and understand it in full.

1. **Waiver and Release.** *The volunteer* releases and forever discharges and holds harmless Trinity Rescue Inc., and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation with Trinity Rescue Inc.

*The volunteer* understands and acknowledges that this Release discharges Trinity Rescue Inc. and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers from any liability or claim that *The volunteer* may have against Trinity Rescue Inc. and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the participation with any Trinity Rescue Inc. event. *The volunteer* understands that Trinity Rescue Inc. and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage (*see insurance requirements below.*)

2. **Insurance.** *The volunteer* understands that Trinity Rescue Inc. may elect to provide group accident insurance to its volunteers. Any coverage so provided will be governed by the policy language. Except to the extent that it makes available such group accident insurance, Trinity Rescue Inc. does not carry or maintain, and expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for the participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

3. **Medical Treatment.** Except as otherwise agreed to by Trinity Rescue Inc. in writing, I hereby release and forever discharge Trinity Rescue Inc. and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during their time with Trinity Rescue Inc..

4. **Assumption of the Risk.** *The volunteer* understands that their time with Trinity Rescue Inc. may include activities that may be hazardous, including, but not limited to, construction, loading and unloading of heavy equipment and materials, working with animals, exposure to wild animals, and transportation to and from the event sites. *The volunteer* also recognizes and understands that their time with Trinity Rescue Inc. may, in some cases, involve inherently dangerous activities. *The volunteer* hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Trinity Rescue Inc. and its successors including Winding Creek Farm Inc., Ronald & Cynthia Heaton, facility owners, landowners, officers, members, employees, other volunteers from all liability for injury, illness, death, or property damage resulting from these activities.

5. **Photographic Release.** *The volunteer* grants and conveys unto Trinity Rescue Inc. all right, title, and interest in any and all photographic images and video or audio recordings made by Trinity Rescue Inc. during their volunteer time, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Other.** *The volunteer* expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of that state. *The volunteer* agrees that in the event that any clause or provision of the Release 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 the Release, which shall continue to be enforceable.

To express my understanding of the Release, I sign here with a witness:

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Legal Guardian (if Volunteer is under 18):** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Witness' Printed Name:** \_\_\_\_\_

**Contact Information:**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail: \_\_\_\_\_

**In the case of an emergency please contact:** \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

Please list any medications or health conditions that you would like to notify medical personal of: \_\_\_\_\_

\_\_\_\_\_