

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

Full Legal Name: _____ Date of Birth: _____

Mailing Address: _____

Residential Address: _____

Phone: _____ Email: _____

EMERGENCY CONTACT 1: _____ Phone: _____

EMERGENCY CONTACT 2: _____ Phone: _____

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT, YOU INDICATE YOUR UNDERSTANDING OF AND AGREEMENT WITH ITS TERMS AND RELINQUISH CERTAIN LEGAL RIGHTS AS DESCRIBED MORE PARTICULARLY HEREIN.

IN CONSIDERATION for SDHR's allowing me to participate in equine-related activities (as defined under "Definitions" below) with SDHR, I hereby understand and agree to the following terms and conditions.

I. DEFINITIONS. As used in this Agreement, the following terms shall be construed as follows:

A. The term "**equine**" shall be construed to include horses, ponies, mini-horses, donkeys, and mules.

B. The terms "**equine-related activity**" and "**equine-related activities**" shall be construed to include: (1) handling, riding, feeding, watering, grooming, bathing, lunging, training, and leading any equine; (2) being in close proximity of an equine; (3) using saddles, bridles, tack, or other equine- or farm-related equipment or gear; (4) being on the premises of the barn, pasture, equine paddocks, or equine pens on the premises located at 13739 S. 353rd E. Ave. in Coweta, Oklahoma ("SDHR premises"), or anywhere else on said premises; (5) transporting supplies to or from SDHR premises; (6) performing tasks for SDHR off of SDHR premises; (7) traveling to and from SDHR; (8) traveling to or from any other location in the course of or with the purpose of performing some task for SDHR or preparing to perform some task for SDHR; and (9) any other activity that would be generally recognized among others in the livestock/equine industry to be related to equines.

C. The term "**SDHR premises**" shall be construed to mean the premises located at 13739 S. 353rd E. Ave. in Coweta, Oklahoma. Provisions of this Agreement limiting SDHR's liability for damage, injury, or death, shall include the entire territorial area encompassed by the aforementioned address and buildings thereon, including but not limited to the barn, out houses,

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

storage sheds, equine shelters, paddocks, pens, garages, ponds, round pen, stalls, awnings, house, pasture, driveway, and yard.

D. The term “**guests**” shall be construed to mean all persons who(m) (1) accompany the undersigned volunteer to SDHR premises, SDHR-sponsored or -sanctioned events, or in the performance or preparation for performance of any equine-related activity, whether on SDHR premises or elsewhere, when the purpose of said equine-related activity is to benefit SDHR, whether in whole or in part; and (2) the undersigned volunteer sends to SDHR premises, SDHR-sponsored or -sanctioned events, or to perform any equine-related activity, whether on SDHR premises or elsewhere, when the purpose of said equine-related activity is to benefit SDHR, whether in whole or in part.

This definition shall include but not be limited to friends, family members, agents, employees, independent contractors, advisors, trainers, veterinary personnel, farrier personnel, representatives, and/or other participants of any kind whom the undersigned volunteer may bring or send to SDHR or who may accompany the undersigned volunteer thereto.

E. The terms “**I**,” “**me**,” “**my**,” “**you**,” and “**your**” shall be construed to refer to: (1) the undersigned volunteer; (2) the undersigned volunteer’s guests; (3) the undersigned volunteer’s agents, representatives, and any other party or parties acting or purporting to act on the undersigned volunteer’s behalf, and (4) if the undersigned volunteer is a minor or has been adjudicated to be incompetent, the undersigned volunteer’s legal guardian(s).

F. The term “**permission**” shall be construed to mean written permission of an SDHR board member, obtained in advance.

G. The term “**equipment**” shall be construed to include, but not be limited to, tack, saddles, saddle pads, straps, bridles, halters, leads, feed buckets, other buckets, hoses, motor vehicles, troughs, blankets, grooming supplies, feed, hay, veterinary supplies, farrier supplies, medications, vitamins and supplements, lunge whips, crops, and flags.

II. ACKNOWLEDGMENT OF RISKS INVOLVED IN EQUINE-RELATED ACTIVITIES. I understand the risks involved in participating in equine-related activities, and I understand that such risks include but are not limited to serious injury or death. I further understand the risks involved in failing to wear a protective helmet while participating in equine-related activities, and I recognize that the risks involved in equine-related activities increase in magnitude when a helmet is not worn.

III. DISCLAIMER AND ASSUMPTION OF RISKS. I fully assume all risks for any injury, loss or damage of any kind which may arise in connection with my participation in equine-related activities.

A. **Equines.** I understand that SDHR does not guarantee the safety of any equine, and that no matter how well-trained is nor or how calm its temperament is, no equine is completely safe. I understand that any equine may, without warning or any apparent cause, kick, rear, buck,

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

stumble, fall, bite, bolt, spook, jump, make unpredictable movements, step on my feet, push or shove me.

B. **Premises and Equipment.** I understand that SDHR does not guarantee or warrant the safety of any of its equipment. I understand that should such equipment come loose or break, damage or injury, which may include serious injury or death, may occur, and that any person or property on or in close proximity to the equine or equipment is at risk of incurring such damage or injury.

C. **Assumption of Risk of Participating in Equine-Related Activities and Using Equipment.** I acknowledge the inherent dangers in participating in equine-related activities, and I agree to assume all risks of damage, injury, and/or death associated with the unpredictable nature of equines. I also acknowledge the risks involved in using SDHR equipment, and I agree to assume all risks of damage, injury, and/or death associated with use of said equipment.

IV. **AGREEMENT TO MAINTAIN INSURANCE.** I understand that SDHR does not provide health, accident, or liability insurance to participants in equine-related activities. I hereby agree to maintain a policy of insurance covering costs for medical treatment of any injury that may result in connection with my participation in any equine-related activity. I understand that if I fail to maintain such a policy of insurance, I will be liable for costs that may be incurred in connection with the treatment for any said injury, and I hereby agree to assume all expenses, medical, liability, or otherwise, that I may incur in connection with my participation in any equine-related activity.

V. PERMISSION TO ENTER SDHR PREMISES.

A. **Requirement of Permission.** I understand that SDHR is located at a private residence, and that I must obtain prior, written permission from an SDHR board member before I may enter SDHR premises. I hereby agree that I will not enter or attempt to enter SDHR premises without said prior, written permission.

B. **Signed, Written Schedule to Suffice as Continuing Permission.** I understand that I must obtain such permission to enter SDHR premises each time I wish to volunteer, unless an SDHR board member has approved and signed a written schedule that indicates the days of the week and times I will be permitted to enter SDHR premises to volunteer, in which case said written schedule shall operate as continuing permission until it becomes void or ineffective for any reason.

C. **Revocation.** I understand that permission may be revoked, with or without cause, at any time.

VI. PERMISSION TO BRING A GUEST.

A. **Requirement of Permission.** I understand that I must obtain prior, written permission from an SDHR board member before I may: (1) bring a guest to accompany me to SDHR premises, SDHR-sponsored or -sanctioned events, or to perform any equine-related activity, whether on SDHR premises or elsewhere, when the purpose of said equine-related activity

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

is to benefit SDHR or one or more of its equines, whether in whole or in part; or (2) send a guest to SDHR premises, SDHR-sponsored or -sanctioned events, or to perform any equine-related activity, whether on SDHR premises or elsewhere, when the purpose of said equine-related activity is to benefit SDHR or one or more of its equines, whether in whole or in part.

B. Prerequisites for Permission. I further understand that in order for permission to be granted as required by this section, the guest I intend to bring and/or send must sign a Volunteer Agreement, unless, for good cause, an SDHR board member gives prior, written permission to make an exception. I hereby agree that I will not permit a guest to enter or attempt to enter SDHR premises without said prior, written permission and signed volunteer agreement or a signed, written exception.

C. Assumption of Liability in the Absence of Permission. I understand that if I should fail to obtain prior, written permission from an SDHR board member and a signed Volunteer Agreement as described in and required by this section, I will be fully responsible for the safety of any guest as herein defined.

D. Signed, Written Schedule to Suffice as Continuing Permission. I understand that I must obtain such permission to enter SDHR premises each time I wish to bring or send a guest. However, I understand that I need not obtain new permission to bring a guest if an SDHR board member has approved and signed a written schedule that indicates: (1) the days of the week and times I will be permitted to enter SDHR premises to volunteer; and (2) the names of the guests I will be permitted to bring. I understand that said written schedule shall operate as continuing permission until it becomes void or ineffective for any reason.

E. Duty to Inform Guests. I understand it is my duty to inform all of my guests of the inherent risks involved in participating in equine-related activities, and to explain to them all of SDHR's safety requirements.

F. Revocation. I understand that permission may be revoked, with or without cause, at any time.

VII. PERMISSION TO RIDE. I understand that I must obtain prior, written permission from an SDHR board member before I may be allowed to ride an SDHR equine, and that I must obtain permission prior to each ride. I understand that permission to enter SDHR premises to volunteer shall not suffice as permission to ride an SDHR equine.

VIII. DOG POLICY.

A. Acknowledgment of Risks in Interaction Between Dogs and Horses. I acknowledge that there are risks and dangers that exist when dogs and horses interact. I understand that both dogs and equines are unpredictable, and that their reactions to each other, or to the acts or conduct of other nearby animals and stimuli, can pose a serious hazard. I further acknowledge and recognize there are unknown and unanticipated risks associated with participating in equine-related activities in the presence of dog.

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

B. Permission and Requirements of Bringing Dogs. I understand that I may only bring a dog to SDHR if the following conditions are met: (1) I have obtained prior, written permission from an SDHR board member to bring the dog; (2) the dog is kept on a leash for the entire duration of its presence on SDHR premises; (3) the dog is, at all times, accompanied by a human with a signed Volunteer Agreement as described herein.

IX. NO RESTROOM POLICY. I understand that SDHR is a private residence. I understand and agree that I shall not be entitled to use the restroom in the house located on SDHR premises, and that I am responsible for ensuring my restroom needs are taken care of elsewhere prior to entering SDHR premises.

X. CHILDREN. I understand that all children under 14 must be accompanied by and under the attentive supervision of an adult at all times, and that such children must wear a helmet while in the barn, pasture, paddocks, pens, and anywhere else where an equine may be present. I further understand that children shall not be permitted to run, roughhouse, scream, or otherwise make loud noises or sudden movements on SDHR premises.

XI. MIND-ALTERING SUBSTANCES. I understand that tobacco use of any kind, including vapor, alcohol or any other mind-altering substances are not permitted on SDHR property. I agree to enter SDHR premises while under the influence of any mind-altering substance or controlled dangerous substances unless prior arrangements have been made in writing and approved by SDHR. General permission to enter, which does not explicitly mention conditions relating to substance use, shall not suffice.

IX. DUTY TO RESPECT. I agree to treat all animals, fellow SDHR volunteers, and SDHR officers, directors, employees, agents, and representatives with respect and dignity. I understand that under no circumstances will SDHR tolerate abuse against any animal or person in any form, be it physical, verbal or otherwise.

X. DUTY TO ABIDE BY TERMS, RULES, INSTRUCTIONS, AND LAW.

A. Agreement to Abide by Terms, Rules, Instructions, and Applicable Law. I agree to abide by the terms of this agreement, and to follow any instructions given, or rules established by, SDHR or any of its board members, whether orally or in writing, whether formally or informally, and whether such rules and/or instructions are currently in effect or may be given or established in the future. I further agree to read and understand the language of the Oklahoma Livestock Activities Liability Limitation Act, 76 Okla. St. Ann. §§ 50.1 *et seq.*, and to abide by all applicable laws.

B. Consequences for Failure to Abide by Terms, Rules, Instructions, or Applicable Law.

1. Suspension or Termination of Privileges. I understand that failure to abide by the terms of this agreement, to follow instructions or rules, or to abide by applicable laws, shall constitute grounds for suspension or termination of all or certain privileges provided to me by SDHR and/or this Agreement, and that such suspension or termination may occur with or without notice.

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

2. Suspension or Termination Up to SDHR's Discretion. I understand that the following decisions shall be determined by SDHR's sole discretion: (1) the decision to suspend or terminate privileges; (2) which privileges will be suspended or terminated; (3) if a privilege has been suspended, the length of time of such suspension; and (4) the decision about whether to allow the undersigned volunteer to appeal the suspension or termination of privileges with the remaining SDHR board members.

XI. MEDICAL CONSENT/NON-CONSENT TO TREAT.

A. **Consent or Non-Consent.** In the event that emergency medical aid/treatment is required by me for illness or injury while on SDHR premises or participating in any equine-related activity and (1) I am unconscious or otherwise unable to express consent for medical treatment, and (2) my emergency contacts cannot be reached with reasonable diligence,

(Check one) I DO _____

 I DO NOT _____

authorize SDHR to secure and obtain medical treatment and/or transportation, if necessary. I agree that my authorization, if provided by this section, shall also operate as my consent to said medical treatment and/or transportation.

B. **Known Medical Conditions.** I understand that in the event of a medical emergency during or after which I am unable to consent to medical treatment and my emergency contacts cannot be reached, SDHR may need to know the following information, which I agree to provide, in order to ensure I receive proper treatment. hereby notify SDHR.

1. Known medical conditions/allergies. I hereby notify SDHR that I suffer from the following medical conditions and/or allergies:

a. _____

b. _____

c. _____

d. _____

2. Current medications. I hereby notify SDHR that I currently take the following medications:

a. _____

b. _____

c. _____

d. _____

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

3. Physician. I hereby notify SDHR that my physician's contact information is as follows:

a. Name: _____

b. Address: _____

c. Phone Number: _____

B. Volunteer's Indemnity for Medical Treatment. I hereby indemnify, save, defend, and hold harmless SDHR and its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants from and against any loss, liability, damage or death that may arise out of the medical treatment I receive as a result illness or injuries described in this section.

XI. RELEASE. I forever release and discharge SDHR, its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants, from any and all claims, rights, demands, actions, causes of action, expenses and damages which I may ever have against any one or more of the same, whether known or unknown, regardless of where and/or when any such claim(s), right(s), demand(s), action(s), cause(s) of action, expense(s) and/or damage(s) may accrue and/or be incurred or may have accrued and/or been incurred in connection with my participation in equine-related activities.

XII. VOLUNTEER'S INDEMNITY. I hereby indemnify, defend, and hold harmless SDHR and its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants, for all injuries, damages, costs, claims, suits, liabilities, expenses, or actions that may arise or be incurred by any of the same as a consequence of third party claims caused in whole or in part by my negligence, recklessness, intentional conduct in connection with my participation of equine-related activities, my interactions with SDHR or its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants, and/or my performance of my obligations under this Agreement.

XIII. MERGER. I affirm that this Volunteer Agreement represents the full and complete agreement between the parties hereto, and that no oral representations, statements, or inducements apart from this Agreement have been made to me. I acknowledge that there is a valid consideration to executing this Release.

XIV. MODIFICATION AND AMENDMENT. I agree that this Agreement shall not be changed or amended without the written consent of the members of the SDHR board of directors. I further agree that any modification to this Agreement shall be in writing and signed by the parties hereto.

XV. ASSIGNMENT. I understand and agree that I shall not assign, novate, transfer, or otherwise part with all or any of my rights or obligations under this Agreement without the prior, written consent of SDHR. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

XVI. WAIVER. Failure of either party to this Agreement to enforce at any time any of the provisions herein shall not be construed to constitute a waiver of such provisions or in any manner affect the validity of the Agreement or any part hereof or the right of either party hereto thereafter to enforce each and every provision hereof. The waiver of any provision of this Agreement of any breach thereof shall not constitute a waiver of any subsequent breach of the same or any other provision thereof.

XV. DISPUTE RESOLUTION.

A. **Choice of Law.** I agree that any dispute that may arise in connection with my participation in equine-related activities, my presence on SDHR premises, or my interactions with SDHR or its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants, shall be governed in all respects by the laws of the State of Oklahoma, United States of America, without regard to conflict-of-law provisions.

B. **Forum Selection.** I agree that the state and federal courts of the United States located in the State of Oklahoma, County of Tulsa, shall have exclusive jurisdiction over any dispute described herein and that venue shall be proper and exclusive in the same. I hereby waive any objection I may have to personal jurisdiction and venue in the courts described herein to the extent I may have otherwise been able to raise such objection in a dispute covered by this section.

C. **Attorneys' Fees and Costs.** I agree that in the event any suit or action is brought under or in connection with this Agreement, my participation in equine-related activities, my presence on SDHR premises, or my interactions with SDHR or its officers, directors, agents, volunteers, employees, licensees, invitees, independent contractors, advisors, representatives, and/or other participants, including any suit or action to enforce any provision of this Agreement, the prevailing party in such suit or action shall be entitled to recover from the losing party all fees, costs, and expenses, including reasonable costs of investigation and attorneys' fees, incurred in enforcing or defending any right provided by this Agreement or by other law.

D. **Severability.** If any provision of this Agreement is adjudged to be invalid under local, state, federal, or international law, such determination shall not invalidate any other provision herein.

E. **Attempt to Settle in Good Faith.** I agree that before I may institute any suit or action as described in this section, I shall notify an SDHR board member in writing of my complaint and seek to promptly and amicably attempt to resolve the dispute in good faith. I agree that to be effective, such written notice must include all of the following information: (1) my name; (2) the date of the event or action giving rise to the complaint; (3) the names of all people involved in the event or action giving rise to the complaint; (4) the names of all people who witnessed the event or action giving rise to the complaint; (5) a detailed description of the event or action giving rise to the complaint; (6) a statement of the reason for my complaint; and (7) a statement of how I want my complaint to be resolved. The written notice shall be signed and dated by the undersigned volunteer. Upon receipt of such notice, I understand that SDHR shall review and investigate my complaint and schedule a meeting at which I and SDHR shall confer and negotiate in good faith to attempt to come to an amicable resolution. I understand and agree that process provided for in

Swingin' Horse Rescue

VOLUNTEER AGREEMENT

this subsection must be completed before a court will have jurisdiction over any suit or action arising from my complaint.

XVI. TERMINATION.

A. **Termination at Any Time.** I understand and agree that SDHR may terminate this agreement at any time for good cause, as determined by SDHR's sole discretion.

B. **Survival.** I understand and agree that the provisions herein relating to release and indemnification shall survive termination of this Agreement.

I HAVE READ, AND I FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT VIOLATION OF ANY ONE OR MORE OF MY OBLIGATIONS UNDER THIS CONTRACT SHALL BE GROUNDS FOR SUSPENSION OR TERMINATION, AT SDHR'S SOLE DISCRETION, OF MY ELIGIBILITY TO PARTICIPATE IN EQUINE-RELATED ACTIVITIES AND OTHER VOLUNTEER ACTIVITIES WITH SDHR.

VOLUNTEER SIGNATURE: _____ **DATE:** _____

GUARDIAN SIGNATURE: _____ **DATE:** _____

I am a parent or legal guardian authorized to sign for the above applicant. As such, I represent to SDHR that the facts herein concerning my child or ward are true. I hereby give my permission for my child or ward to participate in any equine-related activity; and, further, in consideration of allowing my child or ward to participate in such activities, agree individually and on behalf of my child or ward to the terms of the above foregoing Agreement.