



RELEASE AND HOLD HARMLESS FORM

Thank you for joining our mission to improve the lives of children with special needs and their families by donating your time and energy to help children with disabilities and developmental delays. The children we serve, their families and our staff greatly appreciate the kindness and service you are contributing in our therapeutic programs and services, education and advocacy.

For the protection of our volunteers, children, staff and organization, it is important for all volunteers to understand their responsibilities, and agree to serve under the terms and conditions of this Agreement.

This Release and Hold Harmless Agreement (Agreement) is made on this _____ day of _____, 20____, by _____ (print name of volunteer)

(referred to as Volunteer) and Leg Up Farm, Inc., its Board of Directors, officers, employees, patients and families of patients, staff, volunteers, agents, representatives, heirs and assigns (collectively referred to as Leg Up Farm), a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania.

Volunteer chooses to donate his or her time and service to volunteer with Leg Up Farm. Volunteer is knowingly and voluntarily agreeing to read, understand and sign this Agreement as follows:

1. Assumption of Risk

I understand that my service may involve physical activities, including, but not limited to participation in the therapeutic riding program. I understand that equine activities are inherently dangerous, and I knowingly and voluntarily assume the risk of engaging in equine activities. I also understand that my activities with Leg Up Farm may include activities which may be hazardous to me including, but not limited to, participating in equine activities and other physical and/or inherently dangerous activities. These potential dangers are part of and inherent to the activity I am going to engage in as a volunteer. In some instances, the activities cannot be made safer. As the Volunteer, I expressly assume the risk of injury or harm by my participation in these activities and/or volunteer service to Leg Up Farm. I voluntarily agree to the terms of the Release as stated below. I also promise and agree to follow and to comply with all instructions of Leg Up Farm and its staff, employees, and authorized representatives.

2. Promises of Volunteer

In addition to the other promises in this Agreement, I understand and agree to the following:



1. I understand and agree that **ANY INFORMATION REGARDING THE TREATMENT OF CHILDREN AND OTHER INFORMATION CONCERNING CHILDREN OR FAMILIES SERVED BY LEG UP FARM, AS WELL AS BUSINESS AND FINANCIAL INFORMATION OF LEG UP FARM IS PRIVATE AND CONFIDENTIAL. THIS INFORMATION CANNOT BE USED OR DISCLOSED BY ME. ANY MEDICAL INFORMATION THAT I HAVE ACCESS TO IS STRICTLY PROTECTED UNDER STATE AND FEDERAL LAW. I PROMISE AND AGREE NOT TO USE OR DISCLOSE ANY INFORMATION, EXCEPT FOR THE SOLE AND ONLY PURPOSE OF SERVING THE NEEDS OF CHILDREN AND FAMILIES IN THE COURSE OF MY VOLUNTEER SERVICE WITH LEG UP FARM;**
2. I understand and agree that I will follow the instructions of the Leg Up Farm, Inc., its staff, employees and authorized representatives at all times during my volunteer service;
3. I understand and agree that I will be subject to a criminal background and OIG (Office of Inspector General) check. I expressly represent and covenant that there is no conviction in my background that would preclude me from volunteering at Leg Up Farm, Inc.;
4. I have never been accused of or convicted of sexual assault, sexual abuse, child abuse, or adult abuse, nor am I identified as an offender on any criminal registry; and
5. I understand and agree that I will receive no monetary or other compensation for the time and/or resources that I am freely donating, and that this volunteer opportunity is in no way intended to be and is not any type of employment agreement or other relationship with Leg Up Farm.

3. Insurance

I understand that Leg Up Farm does not provide any health, medical, or disability insurance coverage for any volunteer. I expressly waive any and all claims for compensation, damages, or liability against Leg Up Farm.

4. Medical Treatment

Volunteer releases and forever discharges Leg Up Farm from any claim whatsoever which arises or may thereafter arise on account of any first aid treatment or other medical services rendered in connection with my activities with Leg Up Farm.



5. Waiver and Release

In consideration of the opportunity to participate in volunteer activities with Leg Up Farms, and in recognition of the inherently dangerous nature of certain of those volunteer activities, Volunteer specifically waives any and all claims, suits, causes of action, actions, rights, expenses, damages of any kind, in law or in equity, for any and all injuries that may arise during, result from, or be otherwise connected with Volunteer's participation in volunteer activities.

For those same reasons, Volunteer further remises, releases, quitclaims and forever discharges Leg Up Farm, its Board of Directors, officers, employees, patients and families of patients, staff, volunteers, agents, representatives, heirs and assigns (collectively referred to as Leg Up Farm) of and from any and all liability, actions, injury, illness, causes of actions, negligence, debt, or demands of any kind in nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action (including attorneys' fees and costs) may arise during, result from, or be otherwise connected with Volunteer's participation in volunteer activities.

6. Photographic and Statement Release

As the Volunteer, I agree, grant and convey to Leg Up Farm all right, title and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Leg Up Farm during my activities with Leg Up Farm (collectively, these are referred to "Materials") including, but not limited to, any royalties, proceeds, or other benefits derived from such Materials. I grant Leg Up Farm the unrestricted rights and permission to use the materials for any lawful purpose whatsoever. I waive any right of publicity or privacy with respect to such materials.

7. Miscellaneous

As a Volunteer I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. This Agreement is governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. I agree that any and all actions brought under this Agreement shall be brought exclusively in the York County Court of Common Pleas of Pennsylvania. I agree that in the event 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 effect the remaining provisions of this Agreement, which shall continue to be enforceable. The prevailing party in any and all litigation brought under this Agreement shall be entitled to attorneys' fees and costs.

I agree and certify that I voluntarily signed this Agreement and I have read and fully understood the meaning of each of the terms of this Agreement. I intend to be legally bound by the terms of this Agreement.



Name of Volunteer: _____

Signature of Volunteer: _____

Date: _____

****If Volunteer is under 18 years of age minor, this Agreement must also be signed by a parent or guardian and MUST read the above and sign below, indicating his/her acceptance.** I agree and certify that I voluntarily signed this Agreement. I intend to be legally bound by terms of the Agreement, and I agree to release and hold harmless Leg Up Farm, its employees, staff, officers, volunteers, families, agents, heirs and assigns, from any and all liability, actions, causes of action, negligence, damages, claims, injuries or illness of any kind and of any nature whatsoever arising out of any volunteer activities with Leg Up Farm.**

I also grant full permission for Leg Up Farm to use the Materials as defined above to promote Leg Up Farm or its events and/or services. I understand and acknowledge that this Agreement is effective unless and until I revoke this Agreement in writing.

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Date: _____

Relation to Volunteer: _____