**LAST CHANCE ANIMAL RESCUE**

**RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT**

The individual named below (“Participant”) desires to attend or participate in various events and activities organized and provided by Last Chance Animal Rescue, a non-profit corporation (“Last Chance,”) including, but not limited to volunteer work, interacting with animals and other participants, horseback riding, training clinics, riding programs, and other activities incidental thereto (the “Activities”). As lawful consideration for being permitted by Last Chance to participate in the Activities and the intangible value that Participant will gain by participating in the Activities, Participant agrees to be bound by all the terms and conditions set forth in this agreement (this “Agreement”).

PARTICIPANT IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. ADDITIONALLY, PARTICIPANT UNDERSTANDS THAT ANIMALS THAT ARE PART OF A RESCUE OR CRUELTY CASE SEIZURE MAY BE FERAL AND ARE OF UNKNOWN HEALTH AND TEMPERAMENT AND MAY BE HAZARDOUS TO PARTICIPANT. PARTICIPANT ACKNOWLEDGES THAT ANY INJURIES THAT PARTICIPANT SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF LAST CHANCE. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF BODILY INJURY, PERSONAL INJURY, DEATH, COMPLETE OR PARTIAL PARALYSIS, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF LAST CHANCE OR OTHERWISE. IT IS FURTHER ACKNOWLEDGED THAT THERE MAY BE RISKS AND DANGERS NOT KNOWN TO PARTICIPANT AND LAST CHANCE OR ARE NOT REASONABLY FORESEEABLE AT THIS TIME.

 Participant hereby expressly waives and releases any and all claims, not known or hereafter known, against Last Chance, and its directors, officers, employees, agents, volunteers, trainers, affiliates, successors, and assigns (collectively, “Releasees”), on account of injury, death, or property damage arising out of or attributable to Participant’s participation in the Activities, whether arising out of the negligence of Last Chance or any other Releasees or otherwise. Participant covenant not to make or bring any such claim against Last Chance or any other Releasee, and forever release and discharge Last Chance and all other Releasees from liability under such claims.

Participant shall defend, indemnify, and hold harmless Last Chance and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third-party related to the Activities.

Participant grants and conveys to Last Chance all right, title, and interests in any and all photographs, images, video, or audio recordings of Participant’s likeness or voice made by Last Chance in connection with the Activities. Photographs, video, and audio recordings by Participant are not permitted without the prior consent of Last Chance Animal Rescue’s Media Director, Nicole Schofer.

Participant understands that the use of equipment furnished by Last Chance constitutes an acceptance of said equipment on a lease basis “AS IS.” Participant agrees to pay for any damage done to said equipment or property of others. If Participant fails to return any or all of said equipment, Participant will reimburse Last Chance for the amount of replacement cost. If Last Chance personnel must search for any equipment due to irresponsible actions by Participant, Participant will pay for said search.

This Agreement constitutes the sole and entire agreement of Last Chance and Participant with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Last Chance, Participant, and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the United States District Court for the District of Maryland or in any state court in Anne Arundel County, Maryland, and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LAST CHANCE ANIMAL RESCUE.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

**PARENT(S)/GUARDIAN(S) ACKNOWLEDGEMENT AND CONSENT**

I am the parent or legal guardian of the minor named above. I acknowledge that I have read and understood all of the terms of this Agreement, and I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Legal Guardian Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Parent/Legal Guardian