

Epona Therapy Services, LLC

ACCIDENT WAIVER AND RELEASE

In consideration of being permitted to participate in Occupational Therapy services provided by Epona Therapy Services, LLC, Inc., practicing in Pennington, NJ (collectively referred to as the "Activity")

I, _____, on behalf of myself OR on behalf of _____, hereby:

1. Acknowledge and agree that I am voluntarily participating in the event of my own free will.
2. Fully understand that the Activity involves risks and dangers, including but not limited to property damage, bodily injury, disability and possibly death. I understand that these risks may be caused by the nature of the Activity itself, the use or misuse of equipment, my own action or inaction, the action or inaction of others participating in the Activity or the action or inaction of the Releasees (named below).
3. Understand and acknowledge that I am voluntarily assuming all risks associated with or arising out of participating in this Activity, whether foreseeable or unforeseeable, including but not limited to those risks described in paragraph 2 above.
4. Acknowledge, agree and represent that I understand the nature of the Activity and that I am qualified and physically able to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
5. Agree to release Epona Therapy Services, LLC and any of its owners, administrators, directors, agents, officers, members, volunteers, employees, successors and assigns (each, a "Releasee" and collectively, the "Releasees") from any and all claims past, present and future, known or unknown, that I, my heirs, executors, administrators or any other person on my behalf may have and that arise in connection with my participation in the Activity.
6. Agree to indemnify Releasees for, from and against each and every demand, claim, loss (which shall include any diminution in value), liability, judgment, damage, cost and expense (including, without limitation, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") suffered by any and all of the Releasees as a result of my participation in the Activity, including, but not limited to, Losses sustained as a result of a third-party claim against the Releasees arising from participation in the Activity, Losses sustained by Releasees in seeking medical treatment for me in connection with my participation in the Activity, and/or Losses resulting from Releasees' efforts to enforce this Waiver and Release.
7. Acknowledge and understand that Releasees are not responsible for the actions or inactions of any third parties hosting or conducting any event or activities related to the Activity.
8. Understand and acknowledge that this Waiver and Release is governed in all respects by the laws of the State of New Jersey, irrespective of conflicts of laws rules.
9. Acknowledge that I, or the person I am signing on behalf of is receiving valuable consideration through participation in the Activity, the receipt and sufficiency is hereby acknowledged.

I HAVE READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVAVLID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Full Name (print): _____

Signature: _____ **Date:** _____

PARENT / GUARDIAN WAIVER FOR MINORS OR WARDS

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Activity, and has agreed individually and on behalf of the child or ward to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the participant and the parents/guardian.

Full Name: _____

Signature: _____ **Date:** _____