



“She Touches Horses”

CORRINE FIERKENS, CERTIFIED ESMT AND CANINE & EQUINE TOUCH™ PRACTITIONER

PART ONE: VOLUNTARY RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY:

I, the individual who has submitted a pre-session questionnaire form to She Touches Horses via the website, and a parent, guardian, or custodian of me if I am a minor, hereafter “Owner”, have discussed my animal/s’ health history/s with Corrine Fierkens (hereafter “CLF”). She has informed me of the limitations of her craft. I acknowledge that it is my decision to retain CLF to address my animal in conformity with the equine sports massage therapist as well as the Equine Touch™ Foundation (ETF) code of ethics and certification guidelines. I have made this decision based upon the diagnosis and recommendation of my veterinarian, or based upon my own evaluation of the animal’s medical and physical condition, knowingly and voluntarily waiving a veterinarian’s opinion. I take full legal responsibility for this decision. Therefore, by signing below, I agree on behalf of myself and my spouse, (if any), and any other legal owner of this animal that:

- 1) I hereby release and discharge Eqitouch©Systems as well as the ETF owners and their agents, employees, students, members, volunteers, successors, and assigns, (hereafter “Releasees”) from all actions, claims or demands I may now or hereafter have from injury, death, or damage resulting from CLF’s work with my animal.
- 2) I hereby release and discharge CLF from all actions, claims and demands I may now have or hereafter have from injury, death or damage resulting from this work except if such injury, death or damage resulted from a violation of the aforementioned codes of ethics and certification guidelines.
- 3) I also expressly waive any rights I may have under California Civil Code §1542. I acknowledge that I am also aware of the Colorado Equine Professional Protection Act, and CLF’s rights and protection provided thereby.
- 4) I agree that I will defend, indemnify and hold harmless Releasees against all claims, demands, and causes of action, including court costs and actual attorney’s fees, arising from any proceeding or lawsuit brought against them due to any act done by me, or brought by me or for my benefit.
- 5) I understand that it is the sole responsibility of myself to carry full and complete insurance coverage on my animal.
- 6) I represent and acknowledge that my animal is free from contagious or transmissible disease or infection.
- 7) This agreement is binding on my executors, heirs, and assigns. It contains the entire agreement between the parties
- 8) I have read this release and waiver of liability and indemnity agreement carefully and completely, and fully understand its contents. I am aware that this is a release of liability and a contract between CLF & Releasees, and myself and I sign it of my own free will. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made, and that I rely on none. I understand that my signature below affects my legal rights. I voluntarily sign my name for myself and/or for any minor for whom I am legally responsible, evidencing my complete understanding and acceptance of all of the above provisions.

PART TWO: ANIMAL BODY WORK AND/OR TRAINING AGREEMENT:

This agreement, made this day in which I submitted my pre-session questionnaire via website; by and between CLF of El Paso County, Colorado and Owner (whom is required to submit the form):

Whereas, Owner and CLF acknowledge the element of danger involved with working with animals in general.

Whereas, Owner desires that CLF provide her services as an animal bodyworker and/or trainer, and CLF desires to provide this service.

Whereas, CLF does not want to be held responsible for “damage” to Owner’s animal.

Whereas, Owner does not want to be held responsible for any injury sustained by CLF.

Now therefore in consideration of CLF providing bodywork and/or training to Owner’s animal, and other good and valuable consideration, it is agreed as follows:

- 1) Owner states he/she is aware of the risks and dangers involved in working around an animal, and that unanticipated and unexpected dangers may arise during such activity.
- 2) Owner assumes all risks of injury to Owner’s animal that may be sustained in connection with CLF working with the animal and all related activities, in and about the premises where the session/s will be conducted.
- 3) Owner, Owner’s heirs, administrators and assigns, does/do hereby release and discharge CLF of and from all claims, demands, actions, and causes of action of any sort, for injury sustained to Owner’s animal, person, or property during the horse’s presence on the premises, participation in the activities and afterward, due to “negligence” or any other fault.
- 4) Owner does hereby waive all claims for damage or loss to Owner’s animal, person or property, which may be caused by an act, or failure to act, of CLF.
- 5) CLF does hereby waive all claims for damage or loss to CLF’s person or property which may be caused by any act, or failure to act, of Owner or Owner’s animal during said activities. Furthermore, Owner gives permission to CLF to contact and consult with animal’s vet, farrier, and/or professionals at any time for the benefit of said animal. Owner understands that CLF is not a veterinarian. Owner has been advised to consult animal’s veterinarian regarding all medical conditions. Any and all advice given to Owner by CLF is only suggestion and is never to be interpreted as diagnosis, prognosis, or prescription by a medical professional. Finally, Owner confirms that she/he has been informed of and agrees with the fees for the services rendered by CLF, payable upon reservation of the session/s.

Electronic Signature:

Client agrees to and understands that by SUBMITTING the pre-session questionnaire form found at SheTouchesHorses.com from his/her personal email address, that he or she is thereby submitting an electronic signature upon this document in addition to acknowledging CLF’s disclaimer. The questionnaire will remain on file at She Touches Horses as proof of the date on which client agreed to these terms.

Client understands that he/she can print this form off the website for personal records and reference.