

**CONSENT AND RELEASE AGREEMENT
For Animal Owners**

Consent to Chiropractic Care. Owner understands that Chiropractic treatment is considered an alternative treatment by the Texas Board of Veterinary Examiners and the Texas State Veterinary Association. Owner consents to allowing Daniel R Foss, D.C., Texas Chiropractic License #10880, to adjust the animal(s) identified below using accepted Chiropractic techniques. Owner has been informed of any conventional veterinary care that may be used to treat any pathologic condition the animal is suffering from. Chiropractor, Daniel R Foss, will use the same care and consideration in the treatment of the animal as would any reasonably prudent veterinarian licensed by the State of Texas or by the State of Oklahoma and shall refer to a veterinarian for any non-musculoskeletal conditions. Owner understands that no guarantees are made as to the outcome of treatment.

Assumption of Risks. Owner assumes all risks associated with chiropractic care. Those risks include the risk of injury or death of the animal, the risk that chiropractic may not be an effective treatment, and the risk of personal injuries or destruction of property caused by the animal. Owner has considered those risks, and relying on his/her own judgment has voluntarily agreed to assume those dangers and risks.

Waiver of Claims. Owner, individually, and for his/her spouse, heirs, and assigns, hereby waives any claims arising out of or related to the chiropractic care provided for the Owner's animal, that he/she may have, now or in the future, against Daniel R Foss, D.C., or her agents, employees, volunteers, or students, including 1) any claims arising from any injuries to persons or property caused by the animal, 2) any claims that may occur while Owner or Owner's animal are on the premises of any facility for the purpose of participating in this activity, 3) any claims arising out of travel or from the ownership, operation, use, maintenance or control of any vehicle, equipment or goods provided or used in connection with this activity, and 4) any claims arising from any negligence or gross negligence of Daniel R Foss, D.C., or any of her agents, employees, volunteers, or students arising from or relating to this Event.

Indemnity. Owner agrees to hold harmless and indemnify Daniel R Foss, D.C., and her agents, employees, volunteers, or students from and against any and all claims, demands or lawsuits for property damage, personal injury or death, including costs of suit and attorney's fees, arising out of or related to chiropractic care for the animal, REGARDLESS OF WHETHER SUCH DAMAGES, INJURY OR DEATH ARE CAUSED BY OWNER'S NEGLIGENCE OR BY THE NEGLIGENCE OF DANIEL R FOSS, D.C. OR HER AGENTS EMPLOYEES, VOLUNTEERS, OR STUDENTS.

Equine Activities. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Choice of Law. This Agreement shall be governed by, construed and interpreted, and the rights of the parties hereto determined in a court of proper jurisdiction with venue Collin County, Texas in accordance with the laws of the State of Texas.

Representations of Owner. Owner represents and warrants 1) that he/she is the owner of the animal identifies below or the caretaker for the animal and is authorized to execute this agreement, 2) that he/she is executing this Agreement of his/her own free will and that he/she is not under any duress or undue influence to execute this waiver, 3) that he/she has carefully read this Agreement, and 4) that he/she is fully and completely informed about and clearly understands the terms of this Agreement.

Description of Animal: _____

Animal's Name: _____

Owner's Signature: _____

Printed Name: _____

Signed on this _____ day of _____, 20__.