



SPIRIT

OPEN EQUESTRIAN PROGRAM INC.

VOLUNTEER LIABILITY RELEASE

I, _____, (Print Name of Volunteer) would like to Volunteer in the Spirit Open Equestrian Program Inc. I acknowledge and understand the risks and the potential for risks of a horseback riding program. However, I feel the possible benefits to myself/minor child are greater than the risks assumed. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against the Spirit Open Equestrian Program Inc. its Board of Directors, owners, instructors, therapists, volunteers, and/or employees for any and all injuries and/or losses I may sustain while participating in the Spirit Open Equestrian Program Inc.

Date: _____ Signature: _____

(Volunteer)

Age: _____ DOB: _____ Signature: _____

(Parent/Guardian ~ if Volunteer under 18)

Address: _____

City/State/Zip: _____

Email Address _____

PHOTO RELEASE

I DO consent to and authorize the Spirit Open Equestrian Program Inc. to take or have taken still and/or moving photographs, films and/or television pictures, and consent and authorize Spirit Open Equestrian Program Inc. and/or its advertising agencies, news media and any other persons associated with the Spirit Open Equestrian Program Inc., to use and reproduce the photographs, films, and/or pictures and to circulate and publicize the same by all means, including, without limiting the generality of the foregoing, newspapers, television media, brochures, pamphlets, instructional materials, books, and/or clinical materials. With respect to the foregoing matters, no inducements or promises have been made to us to secure my signature to this release other than the intention of the Spirit Open Equestrian Program Inc. to use or cause to be used such photographs, films, and pictures for the primary purpose of promoting and aiding the Program and its work.

Date: _____ Signature: _____

(Volunteer)

Signature: _____

(Parent/Guardian ~ if Volunteer under 18)

I DO NOT, for reasons I am not obligated to disclose, give consent for photographs, either still or moving, or any television or news media, to be taken of myself by the Spirit Open Equestrian Program Inc. or any persons working on behalf of said center. I understand a Red Dot will be placed on the sign-in sheet to reflect photographs, etc., are NOT allowed.

Date: _____ Signature: _____

(Volunteer)

Signature: _____

(Parent/Guardian ~ if Volunteer under 18)

CONFIDENTIALITY POLICY

Due to the nature of therapeutic horseback riding, it is the policy of the Spirit Open Equestrian Program inc. that any and all information pertaining to our rides, their family, and volunteers shall remain privileged and confidential. This information may include, but is not limited to, any medical, social, referral, personal, and/or financial information that may be disclosed as a result of participation at the center.

Disclosures of any confidential information shall not be released to anyone not associated with Spirit Open Equestrian Program inc. Discussions involving any rider shall be limited to progress reports, appropriate mounted and unmounted safety guidelines and any other guidelines the instructor may deem appropriate in each situation. Volunteers will be given information concerning students on a "need to know" basis and in keeping with the confidential nature of our client's records. Each rider shall be assured of record confidentiality and as such, only authorized staff will have access to secure records location. Volunteers are not permitted to discuss riders with other volunteers, their parents or guardians, other instructors, friends, etc., outside of the center.

Interviews or other forms of public discussions with any public relations media; either through television, radio or any other type of publications is strictly prohibited by any volunteer. All such matters should be directed to the Program Director for appropriate action.

Since our intentions are to safeguard our riders, this policy is designed to ensure that the privacy of our riders, their families, and volunteers is protected. Sensitive medical, psychiatric, psychological and/or personal information may be detrimental if released to those outside of the Spirit Open Equestrian Program inc.. Such a breach of confidentiality may also constitute ground for legal action.

Failure to adhere to Spirit Open Equestrian Program inc.confidentiality policy by any staff or volunteer may result in the termination of service with the center and corrective actions taken.

I, _____, agree to uphold the confidentiality policy as stated above.

Volunteer Signature

Date

Parent/Guardian ~ if Volunteer under 18

Date

Volunteer Information Form

General Information

Name: _____ Age: _____ DOB: _____
Address: _____ City, State, Zip: _____
Work Address: _____ City, State, Zip: _____
Home Phone: _____ Work Phone: _____ Cell: _____
Email Address: _____
Occupation: _____ Employer/School: _____
Signature: _____
Parent/Guardian (if under 18) _____ Phone: _____
Address (if different than above) _____

How did you learn about the center: _____

Check which areas you are interested in and place an "E" for those you have experience in:

Program Volunteer

- Leading a horse
- Side walking with a student
- Stable management
- Facility Repair

Competition

- Horse show
- Away horse shows
- Ride-A-Thon
- Special Olympics

Administration

- Public relations
- Fund raising
- Newsletter
- Volunteer Recruitment
- Photography/Video
- Budget and Finance
- Future Planning

Health Information

Last Tetanus Shot: _____ Tuberculosis Test (PPD) + or - Date: _____

Allergies: _____

Medications: _____

Special Needs: _____

Please describe your current health status, particularly regarding the physical/emotional demands of working in a therapeutic riding program. Volunteer activities may include walking for extended periods of time, jogging short distances, working in hot/humid/cold conditions therefore address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries, or lifestyle changes:

Background Information

Have you ever been charged or convicted of a crime? ___ Yes ___ No

If yes, please explain: _____

I, _____, authorize Spirit Open Equestrian Program inc. to receive information from any law enforcement agency, including, but not limited to, police department's and sheriff department's of this state and any other state or federal government, to the extent permitted by state and federal law, pertaining to any convictions I may have had for violations of state or federal criminal laws, including, but not limited to, convictions for crimes committed upon children.

In respect to Spirit Open Equestrian Program inc. Confidentiality Policy, I understand that such access is for purposes of considering my application as a Volunteer, and that I expressly NO NOT authorize Spirit Open Equestrian Program inc., its directors, officers, employees or other volunteers to disseminate this information in any way to any other individual, group, agency, organization or corporation.

Date: _____

_____ (Volunteer)

_____ (Parent/Guardian ~ If Volunteer under 18)

Spirit Open Equestrian Program inc.Center uses the above information to locate the best qualified volunteers and does not discriminate based on race, color, creed, sex, national origin or religion. All lesson volunteers must be at least 14 years of age in compliance with the North American Riding for the Handicapped Association's (NARHA's) Centers Standards, of which Spirit Open Equestrian Program inc. is an operating member.

**AUTHORIZATION FOR EMERGENCY AND
MEDICAL TREATMENT
Volunteer and Personnel**

In the event emergency medical aid/treatment is required due to illness or injury during the course of Volunteering or providing professional service for the Spirit Open equestrian Program inc., either on said center site or with an off-site activity and/or competition, I, _____, hereby authorize the Spirit Open Equestrian Program inc. to:

1. Secure and retain treatment and transportation if needed.
2. Release all relevant records upon request to the authorized individual or agency involved in the medical emergency treatment.

Name: _____ Age: _____ DOB: _____
Address: _____
City/State/Zip: _____ Telephone: _____

IN THE EVENT I AM UNCONSCIOUS AND UNABLE TO ACT FOR MYSELF, PLEASE CONTACT:

Name: _____ Telephone: _____
Relationship: _____
Physician's Name: _____ Telephone: _____
Medical Facility: _____ Telephone: _____
Health Insurance Co: _____ Telephone: _____
Policy Numbers: _____

In an effort to provide the best care possible, please indicate below if any of the following apply:

اأ am allergic to the following: _____
اأ have the following ongoing medical conditions: _____
اأ have been treated recently for the following physical/mental conditions: _____
اأ am on the following medications: _____

This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed "like saving" by the physician. The provision will only be invoked if the person above is unable to be reached.
Date: _____ Consent Signature: _____

Consent Signature: _____
(Parent/Guardian ~ if Volunteer under 18)

~~~~~NON-CONSENT FOR MEDICAL TREATMENT AUTHORIZATION ~~~~~

I, _____, **NO NOT** give my consent for emergence medical treatment/aid in the case of illness or injury during the course of volunteering or while being on the premises of the Spirit Open Equestrian Program Inc. I gully release the center and/or its representatives for any injuries/losses I may incur as a result of this non-consent. In the event emergence treatment/aid is required, I wish the following procedures to take place: _____

Date: _____ Non-Consent Signature: _____

Non-Consent Signature: _____
(Parent/Guardian ~ if Volunteer under 18)

Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (“this Agreement”) is hereby given by the undersigned to Spirit Open Equestrian Program inc., as equine activity sponsor and/or equine activity professional (the “sponsor/professional”) and to the sponsor/professional as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted (“Owner”) and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor/professional” or “owner” as their relationship may determine) provides as follows:

In consideration for the opportunities for the opportunities provided by the sponsor/professional and each owner to the undersigned “participant” (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as a participant, the undersigned “participant” (including any minor participant for whom he signs this Agreement) hereby agrees as follows:

1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia 3.1-796.130 et seq.) as it may now provide or be hereafter amended (the “Act”). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks, which is afforded to the sponsor/professional by the Act and by general law.
2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
3. The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant’s property (the “Risks”), including, but not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii) the inability of anyone whomsoever to predict or foresee an equine’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reaction; (iii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface, both latent and patent; (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (v) the dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (vii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (viii) the dangers of being struck by an equine, by a rider or by a hound; (ix) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant’s property; and all other risks associated with horse back riding, ground work and all related activities.
4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter against the sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or bring any action against the sponsor/professional or any owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated in paragraph 3, above.

5. The participant hereby authorizes and consents to any emergency, medical care that may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
6. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.
7. To the extent possible, this Agreement shall be construed in such a manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
8. If this Agreement is executed by the undersigned participant for an on behalf of a minor participant named below; the undersigned participant hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned participant further agrees that this Agreement shall also be as fully binding on the undersigned participant as if it were entered solely on his own behalf.
9. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the participant.
10. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE RELEASE, WAIVER OR RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

PARTICIPANT NAME: _____
(Please PRINT)
ADDRESS: _____

PARTICIPANT SIGNATURE: _____

GUARDIAN SIGNATURE:
(If 18 or Younger) _____

DATE: _____ TELEPHONE: _____