



HOOFBEATS WITH HEART
Equine Assisted Activities & Therapy Center

Mail to: P.O. Box 2098 Physical Address: 5079 S. 156th St.
Higley, AZ 85236 Gilbert, AZ 85298
www.hoofbeatswithheart.org

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

A. REGISTRATION OF VOLUNTEER AND AGREEMENT PURPOSE AND CONSIDERATION - In consideration of my enrollment in the Hoofbeats with Heart ~ Equine Assisted Activities and Therapies program and the signing of this agreement, I, the following listed individual and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in activities and events at THIS STABLE. This agreement shall be legally binding upon the PARTICIPANT and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including minor children and personal representatives. It shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. Any disputes by the rider shall be litigated in and venue shall be in the county in which THIS STABLE is located.

B. INFORMATION ABOUT VOLUNTEER:

Name: _____ D.O.B: _____ Age: _____

Address: _____

C. DEFINITIONS – The term “THIS STABLE” shall herein refer to Hoofbeats with Heart ~ Equine Assisted Activities and Therapies, its Board of Directors, Instructors, volunteers and employees. The term “HORSEBACK RIDING” or “RIDING” shall herein refer to riding or otherwise handling of horses whether from the ground or mounted. The term “HORSE” shall herein refer to all equine species. The terms “PARTICIPANT” and/or “STUDENT/RIDER” and/or “VOLUNTEER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “I”, “Me”, “My”, “Participant”, and “Rider” shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

D. ACTIVITY RISK CLASSIFICATION, INHERENT RISKS AND NATURE OF THE HORSE WARNING -

Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **NO HORSE IS A COMPLETELY SAFE HORSE.** Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human is. If a rider falls from a horse to the ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet and the impact may result in injury or death to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping short; changing directions or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking or running from perceived danger.

E. VOLUNTEER ACCEPTANCE OF RESPONSIBILITY - PARTICIPANT AGREES that he/she has in some way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for PARTICIPANT. THIS STABLE is not responsible for any property damage, injury or loss of life incurred by or as a result of any horse(s) on this premises to PARTICIPANT. **PARTICIPANT IS AWARE IF THE RISKS AND DANGERS OF THIS ACTIVITY AND AGREES TO ACCEPT RESPONSIBILITY FOR ANY AND ALL INCIDENTS OCCURRING DURING THIS ACTIVITY.**

F. CONDITIONS OF NATURE - THIS STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. *SOME EXAMPLES ARE:* Thunder, lightening, rain and wind. Wild and domestic animals, insects, reptiles which may walk, run, fly near, bite or sting a horse or person; and irregular footing on indoor and out of door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural or man-made changes in landscape.

G. ACCIDENTAL/MEDICAL INSURANCE - Should emergency medical treatment be required, I and/or my own medical insurance company shall pay all such incurred expenses. My accidental/medical insurance company is: _____ My policy # _____

H. RIDING HELMET WARNING – RIDER/VOLUNTEER is hereby warned and informed by THIS STABLE that all horse handlers and riders should wear a properly fitted and secured protective EQUESTRIAN riding helmet that meets ASTM standards. Such helmets are available at THIS STABLE; however, THIS STABLE recommends the PARTICIPANT purchase their own helmet to receive the benefit of a custom fit. Wearing such headgear while mounting, riding, dismounting, and being around horses may prevent death or reduce the severity of head injuries resulting from a fall or other incident involving a horse. THIS STABLE abides by the NARHA Helmet Standards and requires children under the age of 14 to wear an ASTM approved EQUESTRIAN helmet when mounted at all times.

I. LIABILITY RELEASE - In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its Board of Directors, instructors, agents, volunteers, employees, officers, members, affiliated organizations and insurers from legal liability due to THIS STABLE'S ordinary negligence. I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions, causes of action and/or litigation against THIS STABLE and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE. This Includes while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE or on the property of THIS STABLE for any reasons.

J. BREACH OF CONTRACT- Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney fees related to such breach.

ALL VOLUNTEERS, PARTICIPATNS, RIDERS, PARENTS, LEGAL GUARDIANS OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

STATEMENT OF AWARENESS AND CONFIDENTIALITY

I/WE the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/WE further attest that all stated facts are true and accurate.

Client/Volunteer/Parent/Guardian (Please Print): _____

Client/Volunteer/Parent/Guardian Signature: _____

(If volunteer is under 18, Parent/Guardian must sign)

State of Arizona

Title 12. Courts and Civil Proceedings. Chapter 5. Limitations of Actions. Article 3. Personal Actions. § 12-553.

Limited liability of equine owners and owners of equine facilities; exception; definitions.

Citation: AZ ST § 12-553

Citation: A. R. S. § 12-553

Summary: This Arizona statute provides that an equine agent or owner is not liable for injury if the participant took control of the equine prior to injury, if a parent or guardian signed a release on behalf of a minor, if the owner or agent has properly installed suitable tack or the participant has personally tacked the equine, or the owner or agent assigns a suitable equine based on a reasonable interpretation of the person's representation of his or her skills, health and experience with and knowledge of equines. Liability is not limited, however, when an equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.



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AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, volunteering or while on the property of the agency, I authorize Hoofbeats with Heart ~ Equine Assisted Activities and Therapy Center to:

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

Name: _____ Date of Birth: _____ Age: _____
Street Address: _____ City: _____ Zip: _____
Phone: _____ Alternate Phone: _____ Email: _____

Consent Plan

This authorization includes X-rays, surgery, hospitalization, medication and any treatment procedure deemed "life-saving" by the physician. This provision will only be invoked if the person below is unable to be reached.

Date: _____ Consent Signature: _____
(If volunteer is under 18, Parent/Guardian must sign)

Print Name: _____

Emergency Contact Information

Name (1st): _____ Phone: _____ Relationship: _____

Name (2nd): _____ Phone: _____ Relationship: _____

Physician: _____ Phone: _____

Preferred Medical Facility:

Health Insurance Carrier: _____ Policy #: _____

Allergies, Medical Conditions & Medications (please list any pertinent medical issues, special situations, seizure activity, etc.):

Non-Consent Plan

I DO NOT give my permission for emergency medical aid/treatment if required due to illness or injury during the process of receiving services, volunteering or while on the property of the agency. In the event emergency aid/treatment is required, I wish the following procedures to take place:

Date: _____ Non-Consent Signature: _____
(If volunteer is under 18, Parent/Guardian must sign)

Print Name: _____



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Photo Release

I hereby consent to and authorize the use and reproduction by Hoofbeats with Heart ~ Equine Assisted Activities and Therapy Center of any and all photographs and any other audio/visual materials taken of me/my son/my daughter/my ward for promotional printed material, internet web site, and educational activities or for any other use for the benefit of the program.

Signature: _____
(If volunteer is under 18, Parent/Guardian must sign)

Date: _____

Privacy Statement

At Hoofbeats with Heart, we take your privacy very seriously. All information provided to us is held in the strictest confidence and security. We will never trade, sell or rent your personal information to anyone under any circumstance! Your personal information, such as your address and email, will only be used by Hoofbeats with Heart for event, volunteer, program, etc. announcements.

Incident Reports

The HBwH Equine Program Director and NARHA Certified Instructors are the HBwH staff that will determine the severity of any accident, and what course of action needs to be taken for an injured person(s). In the event of an accident, whether injury results or not, an Incident Report shall be filled out within 24 hours of the accident ~ this is mandatory and is a NARHA standard. Blank incident reports are kept in the Tack Room filing cabinet. Incident Reports will be kept on file for a minimum of three years following any such occurrence. Should you have any questions or concerns, please see a HBwH staff member.