

Participant Liability & Release

Equest Center for Therapeutic Riding, Inc.

3777 Rector NE Rockford, MI 49341

Ph (616) 866-3066

Fax (616) 863-6460

Email kathyryan@equestcenter.org

Website: www.equestcenter.org

Circle one:

RIDER

VOL

CAMP

REGISTRATION (please print)

Today's Date: _____

Rider's Name: _____ Birthdate: _____ Age _____

Address: _____ City: _____ County: _____

State: _____ Zip: _____ Email _____ (for Equest Center use only)

Phone numbers: Home _____ Work _____ Cell _____ other _____

School or Institution (if applicable) _____ District _____

Ethnicity: _____ White _____ Native American _____ African American/Black
_____ Hispanic _____ Arab American _____ Asian/Pacific Islander
_____ Multi-Racial

Name (s) of parent(s) or Guardian:

Address: _____ City: _____

State: _____ Zip: _____ Home Phone: _____ work/cell _____

*** Person / party responsible for payment of rider tuition** _____

Billing Address: _____ City: _____

State: _____ Zip: _____ Relationship to rider _____ Phone _____

PHOTO RELEASE

I ☐ DO
☐ DO NOT

consent to and authorize the use and reproduction by Equest Center for Therapeutic Riding, Inc. of any and all photographs, videotape, audio tape and any other audio visual materials taken of me, or as applicable, my son, daughter or ward to promote or benefit the Equest Center for Therapeutic Riding, Inc. or recreational horseback riding, forever waiving any compensation for such use.

Printed Name: _____

Signature: _____ Date: _____
(Rider, or Parent/guardian if rider is a minor)

Start Date: _____

RELEASE OF LIABILITY (please read carefully)

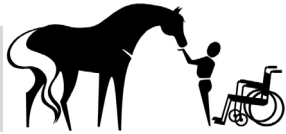
I, _____ (client's name), would like to participate in one or more therapeutic or able-bodied equine activities conducted by the EQUEST CENTER FOR THERAPEUTIC RIDING, INC. ("EQUEST CENTER"), a Michigan non-profit corporation. Accordingly, in consideration of being on the premises of the Equest Center, being near horses at the Equest Center, and allowed to participate in equine activities at Equest Center, I acknowledge and agree as follows:

1. Equestrian activities are, by their very nature, a risk activity. Equestrian activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis or serious injury as a result of falls while riding horses; broken bones, bruises and other bodily injuries caused by contact with horses, such as being bitten by, kicked by or stepped on by horses; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. On behalf of myself, my heirs, representatives and assigns and, as applicable, my ward or my minor child, I hereby assume full responsibility for and all risks associated with activities at the Equest Center. I fully understand there are risks and dangers associated with participation in equine activities which could result in serious bodily injury and/or death and/or property damage.
3. I release and discharge the Equest Center; including its officers, directors, employees, agents, instructors, contractors, riders, and other volunteers ("Released Parties"), from all lawsuits, actions, damages, claims and liability whatsoever, including, without limitation, death, and property damage or loss, which arise from or are in any way related to engaging in any activity at the Equest Center. I intend that my release and discharge includes all claims for damages resulting from the negligent act or omission of the Equest Center, including any Released Parties, excepting only the sole gross negligence or sole willful and wanton misconduct of these parties.
4. I further agree that this release and discharge of liability applies regardless of the legal cause of action on which my claim is based, including contract, strict liability, negligence, tort, or an alleged violation of the Michigan Equine Liability Act (PA 1994 No. 351).
5. I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any physical condition that I have that may interfere with my safety while at the Equine Center.
6. I agree that this release of liability shall be governed by Michigan law and I acknowledge that the release exceeds the provisions of the Michigan Equine Liability Act because I am releasing the Released Parties for all damages, liability and causes of action, except only those for sole gross negligence or sole willful and wanton misconduct. **WARNING: I UNDERSTAND THAT UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.**
7. I have read and understand this release of liability. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. I hereby sign this release freely, knowingly and without coercion by anyone.

Date: _____

Signature of Client, or if a minor, his/her parent or guardian

Printed name of rider or if a minor, his/her parent or guardian.



Authorization for Medical Treatment Equest Center for Therapeutic Riding, Inc.

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In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Equest Center Staff to:

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

Rider's name: _____ Phone: _____

Address: _____

In case of emergency, contact: _____ **Relationship:** _____

Home Phone: _____ Work Phone: _____ Cell: _____

OR if unavailable, contact: _____ **Relationship:** _____

Home Phone: _____ Work Phone: _____ Cell: _____

Physician's name: _____ Phone: _____

Preferred Medical Facility: _____

Health Insurance Co: _____ Policy#: _____

Consent Plan

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

Date: _____ Consent Signature: _____

Client, Parent, or Guardian

Print Name: _____

Address: _____

Non-Consent Plan

I do not give my consent to emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event of emergency treatment/aid is required, I wish the following procedure to take place:

Non-consent Signature _____ Date: _____

Client, Parent or Guardian

Print Name: _____ Phone: _____

Address: _____



Equest Center for Therapeutic Riding, Inc.

Assumption of Risk and Waiver of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”) and Center for Disease Control and Prevention (“CDC”). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Consistent with the recommendations of the CDC and the State of Michigan, Equest Center for Therapeutic Riding, Inc. (“Facility”) has implemented certain preventative measures to reduce the spread of COVID-19. Taking the above and other preventative measures, however, **cannot guarantee** that you or your child(ren) will not become exposed to or infected with COVID-19 from visiting our Facility or using our services in-person. Further, **entry onto and in-person interaction with others at our Facility could increase** your risk and your child(ren)’s risk of contracting COVID-19.

As a condition to enter and use the Facility, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 upon entry and in-person contact with others on-site and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while on-site may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Facility employees, volunteers, and other patrons and family members of those patrons on-site.

I voluntarily agree to assume all COVID-19 related risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with visiting and use of the Facility (“Claims”). On my own behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless our Facility, its employees, agents, and representatives, from any Claims, including all liabilities, claims, actions, damages, costs or expenses (including, any attorney fees) of any kind arising out of or relating any such Claims. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Facility itself, and its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after a visit to our Facilities.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREE THAT I DID NOT SIGN THIS AGREEMENT BASED ON ANYTHING OTHER THAN THE ABOVE WRITTEN TERMS AND AGREEMENTS. I ALSO REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE BELOW LISTED PERSONS AND/OR ANY MINOR CHILDREN OF BE BELOW LISTED PERSONS WHO MAY VISIT THE FACILITY.

I VOLUNTARILY AGREE TO ASSUME ALL COVID-19 RELATED RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH VISITING AND USE OF THE FACILITY (“CLAIMS”). ON MY OWN BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS EQUEST CENTER FOR THERAPEUTIC RIDING, INC., ITS EMPLOYEES, AGENTS, VENDORS, CONTRACTORS, AFFILIATES, OFFICERS, AND REPRESENTATIVES (“**RELEASED PARTIES**”), FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES (INCLUDING, ANY ATTORNEY FEES) OF ANY KIND ARISING OUT OF OR RELATING TO ANY CLAIMS. I UNDERSTAND AND AGREE THAT THIS RELEASE IS BROAD AND INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER A VISIT TO THE FACILITIES.

Dated:

(Signature or Signature of Parent/Guardian if a minor)

(Print Name)



Medical History & Physician Statement

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THIS PAPER MUST BE COMPLETED BY YOUR PHYSICIAN AND FAXED FROM THE DOCTORS OFFICE DIRECTLY TO EQUEST CENTER

Rider Name: _____ DOB _____ Height : _____ Weight: _____
 Address: _____
 Primary Diagnosis: _____ Date of Onset: _____
 Secondary Diagnosis: _____
 Past/Prospective Surgeries: _____
 Medications: _____
 Seizure Type: _____ Controlled Y N Date of Last Seizure: _____
 Shunt Present: Y N Date of Last Revision: _____
 Special Precautions/Needs: _____

Mobility: Independent Ambulation Y N Assisted Ambulation Y N Wheelchair Y N

Braces/Assistive Devices: _____

For those with Downs Syndrome: AtlantoDens Interval X-rays, Date: _____ Result + -

Neurologic Symptoms of AtlantoAxial Instability: _____

Please indicate current or past special needs in the following systems/areas, including surgeries:

	Y	N	Comments
Auditory			
Visual			
Tactile Sensation			
Speech			
Cardiac			
Circulatory			
Integumentary/Skin			
Immunity			
Pulmonary			
Neurologic			
Muscular			
Balance			
Orthopedic			
Allergies			
Learning Disability			
Cognitive			
Emotional/Psychological			
Pain			
Other			

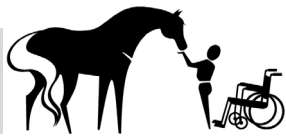
To my knowledge, there is no reason why this person cannot participate in supervised equestrian activities. However, I understand that the PATH Intl. center will weigh the medical information above against the existing precautions and contraindications. I concur with a review of this person's abilities/limitations by a licensed credentialed health professional (e.g. PT, OT, SLP, Psychologist, etc.) in the implementation of an effective equine activity program.

Name/Title: _____ MD DO NP PA Other _____

Signature: _____ Date: _____

Address: _____

Phone () _____ License/UPIN Number: _____



Therapeutic Riding Goals Equest Center for Therapeutic Riding, Inc.

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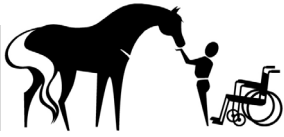
Medications: (include prescription, over-the-counter; name, dose and frequency) _____

Describe your abilities/difficulties in the following areas (include assistance or equipment needed):

Physical Function (i.e. Mobility skills such as transfers, walking, wheelchair use, driving/bus riding):

Psycho/Social Function (Work/ School including grade completed, leisure interests, relationship- family structure, support systems, companion animals, fears/concerns, etc.) _____

Goals (i.e. Why are you applying for participation? What would you like to accomplish?)



Critical Links to the Community Equest Center for Therapeutic Riding, Inc.

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Many businesses and organizations will allow Non-Profit Organizations such as Equest Center to apply for specific grant monies if we serve an employee or a family member of an employee in our program, or if an individual is involved with Equest Center on a volunteer basis.

We would be most appreciative if you would share your connections in the community. It could have a major impact on our center. Thank You.

Today's Date: _____

Name: _____ Rider? or Volunteer? (circle one)

Phone numbers: Home _____ Work _____ Cell _____ other _____

Name (s) of parent(s), Grandparents, Guardian or other links to community:

Name

(Linked to) business/organization

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____