

Volunteer Liability & Release Form 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

REGISTRATION (please print)

Today's Date: _____

Name: _____ Birthdate _____ Age _____

Address: _____

City: _____ State: _____ Zip: _____

Phone numbers you want Equest to Call and/or Text to contact you for notification of:

Class Cancellation: Home: _____ Work: _____ Cell: _____

Special Events: Home: _____ Work: _____ Cell: _____

E-mail _____ (for Equest information only)

If volunteer is a minor, name(s) of parent(s) or Guardian:

Name(s): _____

Address: _____ Phone: _____

"I am interested in volunteering at Equest in the following area(s)"

_____ Volunteering during therapy classes

_____ Cleaning stalls/barn maintenance

_____ Fundraisers/ Special events

_____ Office assistance

_____ Special renovation projects

_____ Other _____

Special talents, abilities to share: _____

PHOTO RELEASE: I

☐ DO

☐ DO NOT

consent to and authorize the use and reproduction by Equest Center 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 or recreational horseback riding, forever waiving any compensation for such use.

Name: _____

Signature: _____

Volunteer or if Minor, Parent or Guardian

Date: _____

RELEASE OF LIABILITY (please read carefully)

I, _____ (volunteer's name), would like to volunteer (at no charge) to assist one or more therapeutic riding clients with 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/assist 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 Volunteer, or if a minor, his/her parent or guardian

Printed name of Volunteer or if 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.

Volunteer'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: _____

Volunteer, Parent, or Guardian

Print Name: _____

Address: _____

Non-Consent Plan

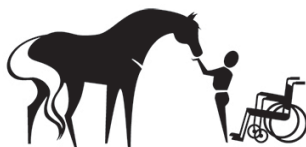
I do not give my consent to emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event of emergency treatment/aid is required, I wish the following procedure to take place:

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.

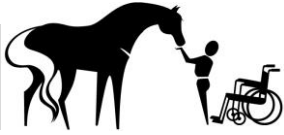
I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREE THAT I DID NOT SIGN THIS AGREEMENT BASED ON ANYTHING OTHER THAN THE ABOVE WRITTEN TERMS AND AGREEMENTS. I ALSO REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE 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 Parents/Guardian if a minor)

(Print Name)



Volunteer Code of Conduct & Discharge Policy Equest Center for Therapeutic Riding, Inc.

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Confidentiality Policy

The Equest Center recognizes that all clients receiving services are entitled to do so with the expectation that information about them will be treated with due respect and confidentiality. All client information is considered confidential. The Equest center, to the extent provided by law, assumes responsibility for safeguarding each client's right to confidentiality and is responsible for all collection, storage, disclosure and destruction of confidential records.

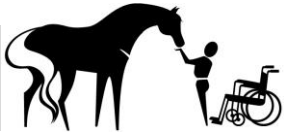
Code of Conduct

The Equest Center recognizes that the primary interest of Equest volunteers/employees is the provision of safe, quality services and activities to participants in our programs. To that end this policy has been written to provide an understanding of appropriate conduct and to provide consistency in the administration of our agency.

On rare occasions, the conduct of a volunteer or employee may be such that it disrupts the orderly operations of the program, the maintenance of a positive program environment, or the interests and safety of staff, volunteers, participants, and horses. In recognition of the responsibility inherent in the delivery of services provided by the Equest Center for Therapeutic Riding, Inc., the Equest Center asks all volunteers and employees to respect the rights, dignity and well being of all individuals. Equest volunteers and employees also respect the integrity and well being of program and facility horses and animals.

The following conduct or behaviors constitute a breach of this code and if evidenced may result in discharge from the Equest Center program:

- *Working under the influence or use of alcohol during the program.*
- *Being in possession of, distributing, selling, using or working under the influence of illegal drugs during the program, or while operating Equest Center owned vehicles or equipment.*
- *Engaging in negligent or improper conduct leading to damage of Equest owned, facility owned, or program participant owned property.*
- *Violation of safety, dress or health rules.*
- *Engaging in sexual or unlawful harassment.*
- *Exhibiting excessive absenteeism.*
- *Insubordination or verbally, emotionally or physically abusing program participants and/or family, or other personnel.*
- *Verbally, emotionally or physically abusing program or facility horses and animals.*
- *Engaging in dishonest behavior or theft.*
- *Engaging in disorderly conduct.*
- *Disclosing confidential information.*



Employee / Volunteer Statement of Confidentiality Equest Center for Therapeutic Riding, Inc.

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I, _____, as an employee or volunteer assisting in the Equest Center Therapeutic Riding Program, indicate by my signature below that I have read and fully understand the Equest Center policy on Confidentiality.

I recognize and respect the right to privacy of all individuals who receive Equest Center services. I further commit to safeguarding all written material, which is considered to be confidential information by the Equest Center. I will take the appropriate measures to secure all written material from access by unauthorized individuals. I will not discuss service information in places where unauthorized people will likely hear that discussion.

I accept my obligation to comply with the terms of this Statement.

Volunteer's Printed Name _____

Volunteer Signature _____ Date _____

Parent or guardian signature if volunteer is minor _____

I, _____, as an employee or volunteer assisting in the Equest Center Therapeutic Riding Program, indicate by my signature below that I have read the and fully understand the role and responsibilities of an Equest Center employee/volunteer and understand and comply with the Equest Center code of conduct.

Volunteer's Printed Name _____

Volunteer Signature _____ Date _____

Parent or guardian signature if volunteer is minor _____



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 / Text Home: _____ Work: _____ Cell: _____

E-mail _____ (for Equest information only)

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

Name

(Linked to) business/organization
