

## **Welcome to our trail riding program!**

We are excited to have you as a part of our facility. We do everything possible to create an enjoyable environment for all, and you are an important part of that. Please read the following information closely and let us know if you have any questions.

### **Trail Riding**

The sessions you will be involved in are considered trail riding. Sessions are considered therapeutic because the very interaction and involvement with the horse is found to be therapeutic in that it enhances the quality of life for the participant. However, these sessions are *\*not\** considered therapy, our coaches, are *\*not\** licensed therapists. If you feel that you need a licensed mental, physical, or occupational therapist, please let us know and we will do our best to refer you to the correct source. Also, we are not a crisis center and are not available 24/7. If you need crisis services, the number to call is 1-844-493-8255.

Also, please know that while the service you are receiving is called trail riding there will be some activities that you participate in that do not involve actually riding the horse. Ground work and building the relationship and connection with the horse can be equally as powerful as riding.

### **Appropriate Attire:**

When coming to the barn, please dress with the weather in mind. We do not have an indoor space, and weather conditions may impact our rides. It will be hot in the summer, and cold in the winter, so dress appropriately. In most seasons it is best to bring a jacket, and in the winter a heavy coat. A hat or ear muffs and gloves are recommended for winter, as well as multiple layers. In the summer, bringing water is a must and sunscreen is a good idea. Always wear closed-toed shoes with a heel. **NO sandals or flip flops!** We prefer riding boots be worn. Long pants are required for riding sessions to protect the rider's legs from rubbing on the horse or tack and in case of a fall.

### **Appointment Information:**

Please note, there are no restroom facilities on the property at this point in time. Please stop in town before your scheduled ride.

### **Cancellations**

We understand that sometimes things come up where you can't make it to the ride, but please give us at least 24 hours notice for a cancellation.

**Hope 'N Horses Demographic Form**

Is the participant a military veteran? Yes No

If no, is a member of the participant's family a veteran? Yes No

If Yes, please explain \_\_\_\_\_

Please let us know about any insurance the participant is covered by: \_\_\_\_\_

**Demographic Information: The following information helps us report for grant purposes.**

Participant Race (circle all that apply):

White/Caucasian

Black/African-American

Asian/Pacific Island

Native American

Hispanic/Latino

Other \_\_\_\_\_

Participant Gender (please circle how you identify or you may put more information in other if desired): Male Female Other \_\_\_\_\_

Participant Age: \_\_\_\_\_

## **Barn Rules and Safety Guidelines**

The following are for the safety of all participants. We want everyone to have a good time, participating and this can only happen in a safe environment. If you have a question about something, please ask ahead of time and get coach approval.

### **Barn Rules:**

- Be kind and respectful to everyone at all times (both animals and people).

### **Safety Guidelines:**

- **Do not** feed the horses unless a coach has told you to do so.
- All riders must be approved in advance of riding.
- All riders must wear helmets.
- All riders must participate in a trail riding safety tutorial before each ride.
- Do not lead horses through doors/gates that are meant for people.
- Only tie horses where instructed and as instructed.
- Gates must be closed while safety sessions are conducted.
- Bi-standers must wait within a designated area. Please ask your coach where you should be if you are waiting on a ride.
- If a horse is tied outside or in the arena, please do not approach it to pet it without coach approval
- All riders must wear closed-toed shoes with heels. Those participating in ground work - closed toed shoes are required.

**Initials** \_\_\_\_\_

I have read and agree to the barn rules and safety guidelines:

Signed (participant) \_\_\_\_\_ Date \_\_\_\_\_

**Participant application and Authorization for Emergency Medical Treatment Form**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Physician's Name and phone number: \_\_\_\_\_

Preferred Medical Facility: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Policy#: \_\_\_\_\_

Significant Allergies: \_\_\_\_\_

Current Medications: \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Please let us know about any conditions that may influence your safety/well being when around a horse or riding:

\_\_\_\_\_  
\_\_\_\_\_

What condition or diagnosis were you hoping to address through your experience at our facility? \_\_\_\_\_

\_\_\_\_\_

Any other pertinent health info: \_\_\_\_\_

\_\_\_\_\_

In the event of an emergency, contact:

Name: \_\_\_\_\_ Relation \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

(Cont'd next page)

In the event emergency medical aid/treatment is required due to illness or injury during the process of participating in equestrian events, or while being on the property of the agency, I authorize 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.

**Consent Plan**

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

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

**Non-Consent Plan**

I **do not** give consent for 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 emergency treatment/aid is required, I wish the following procedures to take place:

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

## CONFIDENTIALITY POLICY AND AGREEMENT

Because our facility offers services that fall under health care regulations and laws (collectively known as "HIPPA"), it is important that we maintain an atmosphere of confidentiality that includes all clients of these services. Riding lessons, Therapeutic Riding, and Equestrian Vaulting are not protected by HIPPA guidelines; however we ask that all visitors and participants of our facility respect the privacy and confidentiality of other recipients of therapy services that they may see on-site. Breaching any of these policies could result in fines or legal action towards you or the facility.

1. Do not discuss any client information, case information, or identifying information outside of the facility. This includes the fact that the client is receiving services, the type of services being received, any identifying information of the client, or any details of the care being given. Even general discussion with no specific details is a breach of confidentiality, as enough information may be given for the listener to identify the client.
2. Client information may be discussed at the facility only with others involved in the case and only for purposes of treatment planning, supervision, or case management. It should not be discussed with others not involved in client care or for general discussion purposes.
3. Absolutely no identifying information of a client should be carried or given outside of the facility. This includes client pictures, names, birthdates, address, phone numbers, or social security numbers. Do not leave the facility with these items, store these on any electronic device that is leaving the facility, post these on any form of social media, or give them out to others. This includes other professionals unless a release form has been signed by the client.
4. Never talk to the media or any unidentified source about any former or current client. Even if a case is made public through the news media, our legal responsibility for confidentiality continues.
5. All client information must be stored according to HIPPA guidelines, on a locked computer or in a locked filing cabinet. Never leave legally protected information lying around the facility. Do not post or say client names, even first names, around the facility or on notes that are accessible to all. When information is disposed of, it must be shredded, not placed in the trash.
6. If you see client information or a client on site that you know, you **must** protect their privacy. Do not tell others that you saw them at the facility or you know they are receiving services.

I have read and understand the confidentiality policy. I agree to follow this policy, and understand that a failure to do so could result in dismissal from the facility as well as fines or legal action:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**RELEASE AND WAIVER OF LIABILITY**

**Hope 'N Horses 631 Aldrea Vista Ct. Palisade, Co 81526**

In consideration for being permitted to participate in volunteer/rider activities, I hereby agree to the following:

**(initial each paragraph):**

\_\_\_\_\_ **Volunteer Definition.** I understand that as a volunteer/rider I will not be financially or otherwise reimbursed for any work duties performed. I am willingly and voluntarily offering my time to the duties agreed upon. I understand that I am not an employee and am not covered by workers compensation insurance. I agree to carry my own health insurance should any accident or loss occur that should cause personal injury to myself, and hold Hope 'N Horses harmless for any such incident in the course of my volunteer duties.

\_\_\_\_\_ **Voluntary Participation.** I am voluntarily participating in volunteer/rider activities through Hope 'N Horses at Fletcher Ranch. I understand if I have any questions about equine-facilitated activities, I can contact JJ Fletcher at 970-260-7881.

\_\_\_\_\_ **Assumption of Risk:** I fully understand that participation in the activities offered by Hope 'N Horses may not only involve risk of serious injury, death, economic loss, property damage, or loss that may result from the participant's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where activities are being conducted. I am assuming, on behalf of myself, all risk of personal injury, death or disability that might result from said participation, or any damage, loss or theft on any personal property which I may incur. I understand that simply being in the vicinity of horses is inherently risky. I understand and accept these risks, including (but not limited to) the risk of bodily injury .

\_\_\_\_\_ **Covenant Not to Sue.** The participant's personal and legal representatives, heirs, successors, and next of kin will not make any claim against Hope 'N Horses at Fletcher Ranch, or any present or former officials,coaches,agents,attorneys,insurers,and representatives and their respective successors, heirs and assigns or any volunteer(s) for injury, damage, death, or any other loss arising from or related to participation in the activities and classes offered by Hope 'N Horses.

\_\_\_\_\_ **Release of Liability.** The participant's personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Hope 'N Horses and its affiliates, instructors, shareholders, participants, board members, directors, officers, agents, volunteers, employees, instructors and licensors, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the grounds where activities occur (collectively, the "Releasees") from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant in any way connected to, related to, or arising out of participation in Hope 'N Horses activities. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of the releasees or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) use of the facility or its improper maintenance, (b) bodily harm or property damage caused by horses, or (c) instruction or supervision. I understand that I voluntarily give up my right to sue the above mentioned parties.

\_\_\_\_\_ **Good Health.** The participant is in good health and has no physical condition that would prevent him/her from participating in the volunteer/rider activities.

\_\_\_\_\_ **PROTECTIVE HEADGEAR / HELMET WARNING I / WE AGREE THAT:** I, for myself have been fully warned and advised by Hope 'N Horses that protective head gear / helmet which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, will be worn while riding, driving and/or training and being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on Hope 'N Horses and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

\_\_\_\_\_ **Statutory limitation of Liability: WARNING: Under Colorado Law, 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, pursuant to section 13-21-119, Colorado Revised Statutes.**

\_\_\_\_\_ **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the client/volunteer, thereof if it shall be interpreted according to the laws of the state and county of Hope 'N Horses' physical location.



This agreement is intended to be valid and binding at all times now and in the future when Hope 'N Horses permits me (directly or indirectly) to enter Hope 'N Horses' property, be on Hope 'N Horses' property, be near any horse, receive riding or training instruction or guidance from its associates and / or when I ride and / or drive and / or train and / or am near horses on or off of Hope 'N Horses' property. Any disputes by the rider shall be litigated in, and venue shall be the county in which Hope 'N Horses is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species.

\_\_\_\_\_ I acknowledge that I have carefully read this Agreement and fully understand its contents. I fully understand that this is a release of all liability and a waiver of any right that I may have on behalf of myself to bring a legal action or assert a claim for injury or loss of any kinds against Hope 'N Horses and its affiliates. I am aware that I have given up substantial rights of the participant by signing the Agreement, and I am signing the Agreement on behalf of the participant voluntarily. **I understand that if any attempt of a legal claim is made, I will be responsible for all defense costs, including reasonable attorney's fees and costs.** The participant has no obligation to participate in equine assisted activities, and I have no obligation to sign this agreement, but desire to do so. I certify that I am at least eighteen years of age.

**I recognize that I am signing this agreement on behalf of myself or any other visiting family member, and this release includes if I or another family member were to be injured or harmed in any way through the process of visiting or otherwise being on Hope 'N Horses' property.**

Participant's name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

Initial the following if in agreement:

\_\_\_\_\_ I am okay with being added to the Hope 'N Horses mailing list, to receive updates and the newsletter

\_\_\_\_\_ I give permission to be photographed for the purpose of promoting Hope 'N Horses and its programs. I understand that photographs may be shared on public media, power point presentation, marketing materials, etc, although my name will not be used. I fully release Hope 'N Horses to use my photograph for promotional purposes.

