



Pegasus Springs Therapeutic Riding Center Liability Release Form & Notice of Privacy Practices

(2 pages)

I agree to the following agreement with **PEGASUS SPRINGS THERAPEUTIC RIDING CENTER**, a Michigan nonprofit corporation (hereafter referred to as "Center") as a condition for allowing me, and the persons identified below, to enter the Center's premises and surrounding land, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and volunteers, and/or receive instruction or guidance in riding, grooming, or handling of horses (these activities will hereafter be referred to in this document as "The Activities").

PARTICIPANT IF 18 / OR PARENT/GUARDIAN

SPOUSE OR OTHER PARENT

HOME ADDRESS Street City State Zip code
PHONE(Home) (Business) (Cell/Other)

I also make this agreement on behalf of the following, who is/are my child/ren or court appointed legal ward(s):

1.) Age 2.) Age
Child's DOB: Child's DOB:

All parts of this agreement shall apply to me and shall also apply to the children/legal wards listed above. This Release is intended to be valid and binding at **all times – now and in the future** – when Center permits me (directly or indirectly) to engage in any or all of The Activities. **IT IS HEREBY AGREED AS FOLLOWS :**

- I have requested to engage in any or all of The Activities, now and/or in the future
- Risks.** I understand that anyone engaging in The Activities can suffer bodily and other injuries. Participation in The Activities involved certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. **I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on the Center to list all possible risks for me.**
- Waiver and Liability Release.** As consideration for Center allowing me to engage in The Activities at any time and at any location, I agree to assume full responsibility for any and all bodily injuries, losses, or damages that I may sustain. I, for my heirs, administrators, personal representatives, or assigns, release and discharge the PEGASUS SPRINGS THERAPEUTIC RIDING CENTER, Dennis or Barbara Clare, and their employees, assistants, directors, volunteers, land owners, and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
- ASTM/SEI Headgear.** PEGASUS SPRINGS THERAPEUTIC RIDING CENTER will provide me with an equestrian safety helmet that is ASTM-standard and SEI-certified for use when riding, handling, or near horses. I understand that neither PEGASUS SPRINGS THERAPEUTIC RIDING CENTER or its assistants or agents can guarantee the suitability of any helmet provided.
- Health and Disabilities.** I understand that Center recommends that I seek the advice of a physician, and many of The Activities pose special physical risks to the participant and even to the volunteer.
- Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Center and/or persons directly affiliated with Center. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Iosco County, Michigan.



7. **Indemnification.** I also agree to indemnify and hold harmless the PEGASUS SPRINGS THERAPEUTIC RIDING CENTER, Dennis or Barbara Clare, and persons or entities working on behalf of or affiliated with the Center against all damages which are sustained or suffered by any third persons. The indemnification shall include reimbursement of Center's attorney fees.

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], 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.

I want Center to be aware of the following physical conditions I have that may affect my ability to handle, ride, and/or be near an equine:

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST CENTER OR PERSONS OR ENTITIES WORKING ON BEHALF OF OR AFFILIATED WITH CENTER ON THE BASIS OF ANY EXCEPTION IN THAT LAW.

SIGNATURE OF CONTRACTING PARTY _____ DATE _____

SIGNATURE OF OTHER CONTRACTING PARTY _____ DATE _____

Date: _____

_____ gives permission to Pegasus Springs Therapeutic Riding Center to discuss case, or seek medical records from: _____, in order to better understand how to best serve the participant.

(participant)

(parent/guardian)

(witness)

**NOTICE OF PRIVACY PRACTICES
PEGASUS SPRINGS THERAPEUTIC RIDING CENTER**

**I have been provided with and/or read a copy of the
Notice of Privacy Practices for Pegasus Springs Therapeutic Riding Center**

Signature

Date





**Pegasus Springs Therapeutic Riding Center
Photo & Emergency Treatment Release**

Participant: _____ Date of birth: _____

Parent/Guardian: _____

Address _____
Street City State ZIP

Parent/Guardian's Employer: _____

Primary Email: _____ Other Email: _____

Correspondence will be by Email. Do you prefer we contact you by phone instead?

NO, email works fine for me YES, contact me via ph# below.

Primary Phone: _____ (who?) _____ Other Phone: _____ (who?) _____

PHOTO RELEASE (Please check one)

____ I DO or ____ I DO NOT Consent to and authorize the use and reproduction by PEGASUS SPRINGS THERAPEUTIC RIDING CENTER of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibits, social media or for any other use for benefit of the program.

EMERGENCY TREATMENT RELEASE

Physician's name: _____ Office Telephone: _____

Physician's address: _____

Health insurance provider: _____ Policy #: _____

Preferred medical facility: _____

Emergency contact (other than parent/guardian): Name: _____

Relationship: _____ **Phone(primary)** _____ **(other)** _____

LIST ANY ALLERGIES: _____

DESCRIBE ANY MEDICAL CONDITIONS REQUIRING PRECAUTIONS/TREATMENT & ANY MEDICATIONS WITH DOSAGE:

____ **I GIVE MY CONSENT:** In case of a medical emergency, the undersigned authorizes Pegasus Springs Therapeutic Riding Center to provide such medical assistance as they determine to be necessary. The undersigned authorizes any licensed physician and/or medical facility to provide medical surgical care and/or hospitalization for the participant, including anesthetic, which they determine to be necessary or advisable, pending receipt of a specific consent from the undersigned.

OR

____ **I DO NOT GIVE MY 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: _____

No participant can be accepted for riding instruction until this form has been completed and signed. If the participant is of legal age (18), he or she may complete the form if he/she is legally competent to do so. Riding instruction will be under strict supervision, and although every effort will be made to avoid any accident, NO LIABILITY can be accepted by any of the organizations concerned including Pegasus Springs Therapeutic Riding Center.

SIGNATURE: _____ **DATE:** _____
(Participant if legally able or parent/guardian)





Therapeutic Riding Program Policies

The following is a copy of the therapeutic riding program policies, which is signed by every client (or their legal guardian) before starting in the program. If you have questions regarding any of these policies, please contact Barb Clare, 269-967-7773 or by email, pegasusspringstrc@gmail.com

Student Fees and Payments:

- Our program will conduct four to five 6-week sessions per year. Fees per session will be \$270 for a Private Session; \$180 for Semi-Private Session and \$120 for Group Session.
- All payments for *returning* students must be received by the end of the second week of the session. If no payment has been received the student will not be able to ride until paid.
- The average therapeutic riding lesson costs \$125 to provide. Thanks to the generosity of our donors, we are able to offer lessons at a highly subsidized cost of \$20-\$45 per lesson. For those still in need of financial assistance, scholarships are awarded when funds are available for those that prove financial need. Scholarships are distributed once per year and last 12 months. Any mid-year requests are reviewed by the Scholarship Committee if funds are available.
- Initial assessments are held prior to placement in a session. There is no charge for this assessment. Please understand that you or your child may not fit our criteria to be placed in our program.

Enrollment and Attendance:

- The program requires a **3 week notice** to be removed from the schedule without a cancellation fee. If 3 week notice is not provided there will be a \$90 fee.
- Clients are automatically enrolled for the subsequent session if no notice is provided.
- If a client misses 3 consecutive lessons with no notice they will be removed from the schedule and no refund will be available.
- If a client must take a medical leave, the program requires a written release from the physician before that client can return.
- If a rider must cancel their participation in the session for a medical reason a \$35.00 administrative fee will be applied prior to their refund.
- Parents/guardians must stay in the immediate area during the scheduled lesson for any client that is not emancipated scheduled lesson.
- Any rider not able to use the toilet by themselves must have a parent or caregiver in attendance at the lesson. Pegasus Springs TRC staff does not assist with toileting.

Attire:

- Boots with a hard sole and a ¼ inch heel are recommended for riders but are not required. Riders are required to wear shoes that have a closed toe, closed heel and are secure to foot (no crocs, sandals, etc).



Attire (continued):

- Clients that trot and canter independently (as determined by instructors) are required to wear proper boots for safety unless a medical reason is provided.
- It is highly recommended that all clients wear long pants to prevent chaffing and pinching. Clients that trot and canter independently (as determined by instructors) are required to wear long pants for safety unless a medical reason is provided
- An ASTM/SEI approved helmet is required for any activities around the horses. This includes barn activities as well as riding. The program has helmets available for use or you may bring your own as long as it is properly approved. The helmet must be worn within the guidelines of PATH International (Intl.) Standards. We would be happy to explain these guidelines if you have questions.

Cancellation and Make-Up Policy:

- The program requires a 24 hour notice for cancellations.
- The program does not guarantee make-ups lesson.
- Make-up lessons will be scheduled whenever possible but are **not guaranteed**. No refunds or credits will be applied for any missed lessons.
- In the case of inclement weather (rain, high wind, heat, etc.) and mounted lessons cannot safely be performed, a horsemanship lesson will replace the mounted lesson. These lessons focus on the bond with the horse and cover topics including but not limited to grooming, handling, feeding, body parts, tack parts, medical treatments, and helpful exercises. If a client chooses not to attend a horsemanship lesson no make-up or refund will be provided.

Student Discharge:

- **The programs' weight limit is 175 pounds.** The weight limit is determined with the safety of the horses, volunteers, staff and clients in mind. A client that exceeds this limit at any point before or during their time in the program is not able to participate in mounted lessons. However, horsemanship lessons may be provided for such individuals.
- The program has a strict "no aggression" policy for the safety of the instructors, volunteers, students, and horses. In cases of aggression and/or violence, the student may be dismissed at the first incident. However, at the discretion of program staff, two warnings **may** be given depending on the severity of the incident. At the third incident, **if** given two initial warnings, the student will be dismissed from program.
- In accordance with ADA laws and PATH Int'l. precautions and contraindication standards, a student may be asked to leave the therapeutic riding program if deemed inappropriate for therapeutic riding.
- A student will be discharged from the program if it is determined that the risk for injury exceeds the potential for benefits.
- Reasons for dismissal include but are not limited to: recommendation from consulting doctor or therapist, incidence of aggression and/or violence, behavior that endangers self or others, disregard for Center or PATH Intl. policies, disrespect to others, inability to provide an equine appropriate for said participant, recommendation from instructor that participant is appropriate for a mainstream riding facility.





Therapeutic Riding Program Policies

I have received a copy of the therapeutic riding program policies and have retained pages 1 & 2 for my records and understand and agree with these policies.

Rider's Name

Rider's Signature or Parent or Guardian

Date Signed

