



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

(4 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 :**

- 1. I have requested to engage in any or all of The Activities, now and/or in the future
- 2. **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.**
- 3. **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).
- 4. **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.
- 5. **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.
- 6. 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 page 3
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)





COVID-19 & OTHER COMMUNICABLE DISEASES page 4
**ACKNOWLEDGEMENT OF RISK for
SERVICES, VOLUNTEERING or EMPLOYMENT**

AS OF JULY 15, 2020 – REQUIRED FOR ALL STAFF, CONTRACTORS, VOLUNTEERS AND CLIENTS.

I, _____, am aware of the risks of contracting or spreading Covid-19 and other communicable diseases while working or volunteering at Pegasus Springs Therapeutic Riding Center, also referred to as PSTRC; attending an event; and/or receiving face-to-face services from PSTRC during the time of a pandemic outbreak, and /or Michigan Governor’s or IOSCO County’s declaration of a “stay-at-home” order(s).

I am aware that face-to-face services and experiences increase my risk of contracting and passing on the Covid-19 or Coronavirus and other communicable diseases and agree to hold harmless Pegasus Springs Therapeutic Riding Center and its residents, members, officers, managers, agents, employees and all other individuals I may come in contact with during this interaction and receiving of services, providing services, attending an event, working for or volunteering within this organization. I am aware of the options that *may* be available for remote services including, telephonic and video telehealth, as allowed by insurances and State Licensing Board recommendations, during this Pandemic outbreak.

I agree to and will follow all guidelines for personal hygiene, personal safety and public safety as recommended by PSTRC; as well as my individual provider/practitioner. This may include, but is not limited to, waiting in my vehicle and/or home until I am asked to enter the building/farm; maintaining social distance; washing my hands prior to and following each session or activity; use of hand sanitizer upon request; wiping down surfaces with disinfecting wipes and/or wearing a protective medical mask and/or gloves.

I agree to stay home and/or cancel my services should I have personally exhibited or have been in contact with someone who has presented with illness within the previous 24 hours to 2 weeks, including; cough, sneezing, fever, chest congestion or additional signs of potential spread of any virus or bacteria/disease. In addition, I will follow the recommendations of my provider once I have notified them of these risks in regards to my future services or attendance during this pandemic.

Pegasus Springs TRC will engage in reasonable and regular cleaning and sanitizing of the barn facility, office, horse tack, grooming supplies, doors, and frequently touched areas in-between clients and on a daily basis as recommended by the CDC for the safety of clients, employees, volunteers and horses.

I am signing under my own free will and agree to follow these and hold harmless all individuals associated with or through my services acquired from Pegasus Springs Therapeutic Riding Center.

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT.

*In the event that the undersigned is under the age of 18, the signature of a parent or guardian is required.

SIGNATURE: _____ DATE: _____

IF SIGNING ON BEHALF OF YOUTH UNDER AGE 18,
PLEASE PROVIDE NAME(S) OF ALL YOUTH THIS APPLIES FOR: _____

