

PARTICIPANT APPLICATION

Participant Name: _____

DOB: _____

Parent/Caregiver Name (for minor child): _____

Phone: _____ Email: _____

Medical History

Any recent medical concerns which would make working with a horse challenging? If yes, please specify below:

Any known seasonal/outdoor allergies? Yes No

Sensory Concerns (loud noises, bright lights, etc.)

Getting to Know You

Interests/Strengths:

Personal/Self Improvement Goals

Facilitator Notes: _____

Location of lessons: _____

Participant paired with the following horse(s): _____

Extended notes: _____

POLICIES & PROCEDURES

Paperwork: All participants are required to have a filled-out application, signed policies and procedures, signed liability release form. All paperwork is valid for 1 year and will be required to be renewed before additional services are rendered outside of said 1 year mark. **Initial** _____

Payment: Payment is required before the start of each lesson and can be accepted through the following forms: Zelle: 724-504-8552, Cash, Check, or ClassWallet.

Initial _____

fitted shoes are required. Please dress according to weather as lessons will not take place if appropriate attire is not worn and no refund or credit will be issued. Please avoid wearing clothing that raises body temperatures during warmer climate months as dehydration can occur rapidly while working outdoors. Participants are expected to bring their own water and apply appropriate sunscreen as needed.

Initial _____

Non-therapy Service Understanding: Equine Assisted Learning (EAL) and Natural Horsemanship lessons do not offer therapy services with a licensed therapist; these lessons are educational models. Lessons are structured to support the development and enhancement of interpersonal communication and agreed-upon life skills established during the initial intake. Should you already have a therapist you are encouraged to bring them along with you.

Initial _____

Arizona Equine Law: Under Arizona law, an equine activity sponsor, equine professional, or equine facility is not liable for injury to or the death of a participant that results from the inherent risks of equine activities, as set forth in Arizona Revised Statutes § 12-553. Inherent risks of equine activities include, but are not limited to, the unpredictable behavior of horses or other equines, their reactions to sounds, sudden movement, unfamiliar objects, people, or other animals, surface and environmental conditions, and the participant's own actions or inactions while engaging in equine-related activities. By participating in equine activities, the participant (or parent/guardian, if applicable) acknowledges and accepts these inherent risks and agrees that the equine activity sponsor and equine professionals shall not be held liable for injuries or damages resulting from such risks, except as otherwise provided by law. Initial _____

VISITATION & PARTICIAPATION AGREEMENT

Crossroads Ranch leases space and conducts services on property owned by Randy Sandidge and/or Laura and Michael Brandt, located in Waddell, AZ. Said property shall hereinafter be referred to as "Premises" and/or "Property" for purposes of this Agreement.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEAGAL CONSEQUENCES THAT WILL AFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABOILITY TO BRING FUTURE LEAGAL ACTIONS. STATEMENTS BY THE UNDERSIGNED ARE RECITALS UNDER A.R.S. §12-553.

RELEASED PARTIES INCLUDE: Crossroads Ranch, its agents, owners, volunteers, participants, employees, landlords and property owners and all other persons or entities activating in any capacity on their behalf (collectively referred to as "Stable").

INITIAL: _____

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assign or anyone else who might claim or sue on participant's behalf.

INITIAL: _____

IN CONSIDERATION OF STABLE'S SERVICES: I hereby agree to release and discharge the Stable on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this agreement (cumulatively "participant", "I", "myself"), and as follows:

INITIAL: _____

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:

(1) I understand that by my presence on Stable premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of the Stable. Stable has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to person is present. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects in a woodshop, baking, craft making, handling and petting dogs, chickens, or any other animals. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine actives are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or damage to myself: to property, to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Stable actives, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Stable. My participation in all Stable activities is purely voluntary and I elect to participate despite the risks. (4) I agree to acknowledge and abide by all Stable rules and regulations pertaining to any and all activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective headgear. I agree that Stable has fully warned and advised me that protective equine headgear meets or exceeds the quality standards of SEI certified ASTM standard F1163 equestrian helmet should be worn while riding, driving, training, or being near horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Stable to provide a certified equestrian helmet for me, to check any headgear and strap or equestrian helmet and strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Stable activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Stable's property and facilities activities, including equine activities. I agree to assume any and all risks involved in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical, the ordinary negligence of another person, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for all other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Stable is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular tooting on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have inspected Stable's facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Stable's premises. (8) I agree to stay out of all barns, paddocks, corrals, tack-rooms and all other non-related buildings while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (for faster strap around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stable from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Stable's equipment or facilities, including any such claims which allege negligent acts or omissions by Stable. (11) I agree not to sue or initiate any legal action (whether in court or arbitration) against Stable or any present or future owners, officers, members, managers, agents, employees, and representatives of Stable, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety in this activity or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. (13) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including but not limited to, horses, ponies, mules, donkeys, and hinnies. (14) I understand that this Agreement is in addition to, and not in lieu of, Arizona Revised Statutes § 12-553 (Actions Arising out of Equine Activities).

INITIAL: _____

CONFIDENTIALITY & PHOTO RESTRICTIONS: Stable allows the use of cell phones and computers during facility visits. There may be times that use of specific apps on such devices may be prohibited due to safety issues. Pictures or videos of the facility, staff or other participants are strictly prohibited without prior permission and the signing of proper photo release forms. "Posting" of confidential information (including pictures/videos) on any social media outlet is a breach of HIPAA. Stable encourages participants and other accredited persons to post comments on social media platforms or websites and tweet concerning said participant's own personal experiences, and it is entirely acceptable for a participant or any other accredited person to do a personal posting, blog or tweet. However, any such postings, blogs or tweets must be in a first-person, diary-type format and should not be in the role of a journalist - i.e. they must not report on the activities of other participants or accredited persons, or disclose any information which is confidential or private in relation to any other persons or organizations. Postings, blogs and tweets should at all times conform to the Stable spirit and fundamental principles of Stable as contained in the vision and mission, be dignified and in good taste, and not contain vulgar or obscene words or images. Participants and other accredited persons can post personal still photographs taken while on Stable premises for personal use. It is not permitted to commercialize, sell or otherwise distribute these photographs. Participants and other accredited persons cannot post any video and/or audio of the events, competitions or any other activities which occur at Stables premise. Such video and/or audio must only be for personal use and must not be uploaded and/or shared to a posting, blog or tweet on any social media platforms, or to a website. In the event that Stable has a video or photo project which will require use of participants or observers, prior permission and the completion of photo release forms will be required before the start of the project.

INITIAL: _____

MISCELLANEOUS: I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. Should Stable or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for such fees and costs. I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Arizona, without regard to its conflict of law rules. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Maricopa County, Arizona. I consent and submit to the jurisdiction of any local, state, or federal court located in Maricopa County, Arizona.

INITIAL: _____

If signing for a Minor: I hereby represent that I am a parent or parent having sole custody, or legal guardian ("responsible party") of the following minor(s), whom I am able to and do contract for. By my signature below, I am acting in my capacity as the responsible party for the aforementioned minor(s). I had the opportunity to ask questions about this document before signing it. I read and understood all of it, and by my signature I agree for myself and on behalf of the aforementioned minor(s) to be bound by each and every one of the terms of this Agreement. I will ensure the minor(s) act in accordance referred to in this document, including without limitation, Stable, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in the lack of the minor("s/s") parents or legal guardian of said minor(s).

INITIAL: _____

IF signing for myself: By my signature below, I am acting in my capacity as the responsible party for myself. I am over 18 years of age and legally responsible for myself. I had the opportunity to ask questions about this document before signing it. I read and understood all of it, and by my signature I agree for myself to be bound by each and every one of the terms of this Agreement. I will ensure that I act in accordance referred to in this document, including without limitation, Stable, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in the lack of myself.

INITIAL: _____

SIGN & DATE BELOW:

Print Name: _____ Signature: _____ Date: _____