



## *Destiny's Ride*

Therapeutic Horseback Riding Program  
Specializing in Amputees  
DBA Aspinwall Equestrian Center  
293 Main Street Lenox, Ma  
PO Box 695 ~ Lee, Ma 01238  
(413)243-3332

### VOLUNTEER INFORMATION

#### GENERAL INFORMATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Work #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Employer/School: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Legal Guardian/Caregiver: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternative#: \_\_\_\_\_

How did you hear about our program? \_\_\_\_\_

Please list the days/times of day that are usually available: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check which programs you are interested in:

. Horse Handling. Fundraising. Volunteer Recruitment. Side walking with Students. Public Relations.

Photography/Video. Grant Writing. Future Planning

Please give a brief description of your experience working with horses and/or with equine assisted activities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### HEALTH HISTORY

Please describe your current health status, particularly regarding the physical/emotional demands of working in an equine assisted program. Address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries, or lifestyle changes. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### IN CASE OF EMERGENCY

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

Address Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Work #: \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Preferred Hospital: \_\_\_\_\_

Health Insurance Co. /Policy #: \_\_\_\_\_

Allergies to medications: \_\_\_\_\_

Current medications: \_\_\_\_\_

Last Tetanus Shot: \_\_\_\_\_

State any information you want supplied to a medical professional treating you in an Emergency: \_\_\_\_\_  
\_\_\_\_\_

In case of emergency, I DO / DO NOT (please circle one) give Destiny's Ride Therapeutic Horseback Riding Program, Inc. to secure medical treatment.

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

PHOTO RELEASE

I DO / DO NOT (please circle one) consent to and authorize the use and reproduction by Destiny's Ride Therapeutic Equestrian Center, Inc. of any and all photographs and any other Audio/visual materials taken of me/my son/daughter/ward for promotional materials, educational activities, exhibitions or for any other use for the benefit of the program.

Signature \_\_\_\_\_ Date \_\_\_\_\_

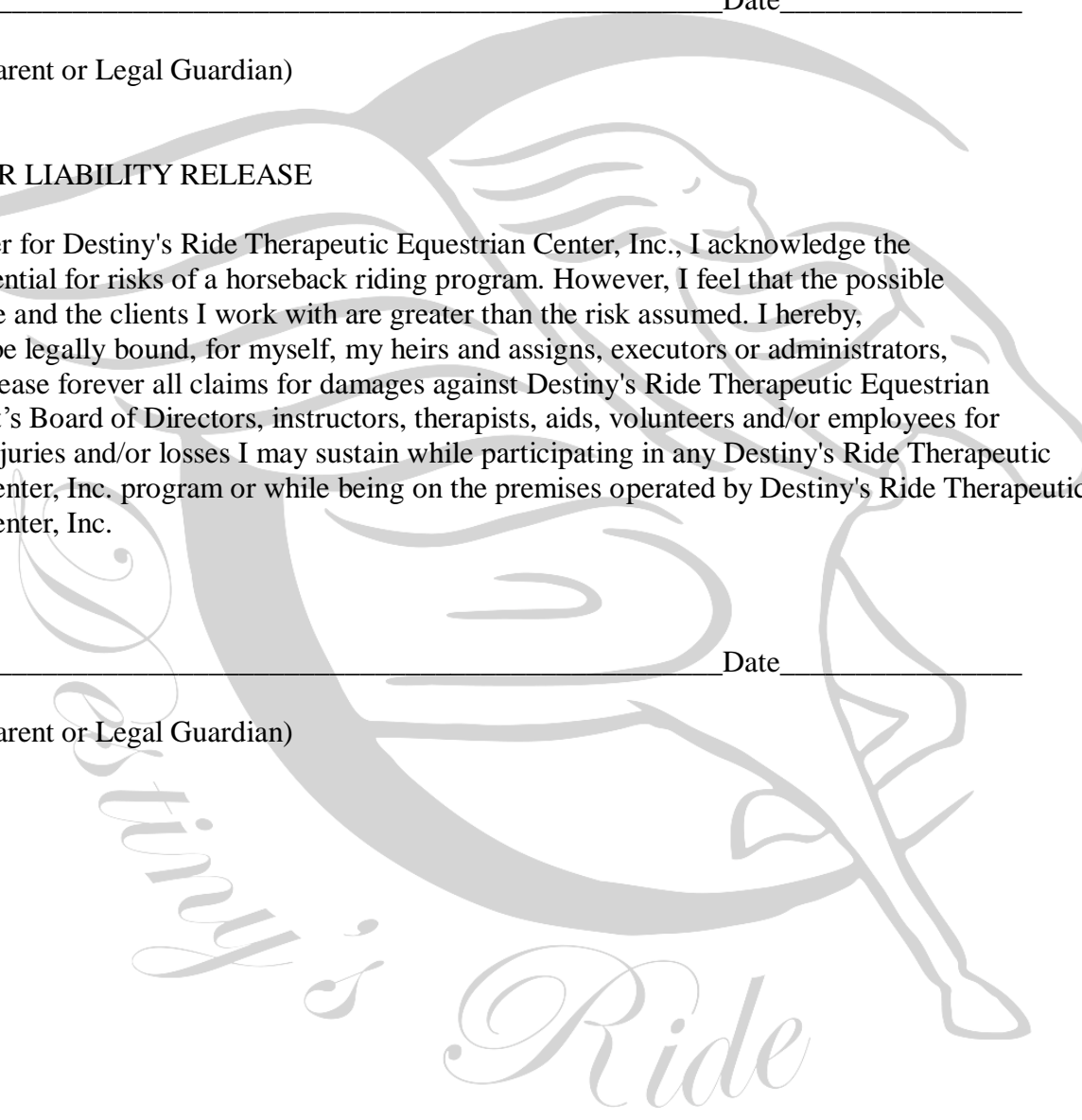
Volunteer (Parent or Legal Guardian)

VOLUNTEER LIABILITY RELEASE

As a volunteer for Destiny's Ride Therapeutic Equestrian Center, Inc., I acknowledge the risks and potential for risks of a horseback riding program. However, I feel that the possible benefits to me and the clients I work with are greater than the risk assumed. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against Destiny's Ride Therapeutic Equestrian Center Inc., it's Board of Directors, instructors, therapists, aids, volunteers and/or employees for any and all injuries and/or losses I may sustain while participating in any Destiny's Ride Therapeutic Equestrian Center, Inc. program or while being on the premises operated by Destiny's Ride Therapeutic Equestrian Center, Inc.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Volunteer (Parent or Legal Guardian)



## RELEASE AND INDEMNIFICATION

This release and indemnification is made by and between the undersigned participant (the "Participant"), the undersigned Participant's parents, if the Participant is a minor, (the "Participant's Parents") or the Participant's Spouse, if the Participant is married, (the "Participant's Spouse") and any and all persons and parties now or hereafter having any interest in the business known as Destiny's Ride Therapeutic Equestrian Center, Inc., a Massachusetts Corporation, together with any and all employees, agents and servants of Destiny's Ride Therapeutic Equestrian Center, Inc.; any and all sponsors, judges, volunteers, interns, coordinators, officials, benefactors and any other individual or entity having any connection with or relation to Destiny's Ride Therapeutic Equestrian Center, Inc. (collectively "DRTEC, Inc."). DRTEC, Inc. provides equine assisted activities and therapy to individuals, including but not limited to disabled and handicapped adults and children (the "Program"). DRTEC, Inc. pays for an "at will license" to use horses, stable, indoor and outdoor arenas and related spaces at the properties known as and located at Aspinwall Equestrian Center 293 Main Street, Lenox, MA 01240 (the "Farm"). The Farm owns, leases, cares for and/or maintains certain horses used or to be used in connection with the Program (the "Horses"). As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to participate in the Program as a volunteer and/or ride and work with the Horses at the Farm and/or at such other places as DRTEC, Inc. conducts its activities, including but not limited to horse shows, clinics, fairs, expositions, schooling sessions and the like conducted away from the Farm. The Participant's Guardian desire that the Participant have the opportunity to participate in the Program, ride and work with the Horses at the Farm and/or at such other locations as DRTEC, Inc. conducts its activities. DRTEC, Inc. will not permit the Participant to participate in the Program or work with or ride the Horses without the execution of this release and indemnification which is of material significant to DRTEC, Inc. The Participant and the Participant's Guardian hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that DRTEC, Inc. and the Landlord are each an "equine professional" and/or and "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and the Participant's Parents or Spouse agree as follows:

1. **Inherent Risks.** The Participant and the Participant's Parents or Spouse acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen, and, if the Participant is a minor, the Participant's Parents have chosen to permit the Participant, to participate in the Program as a volunteer and/or to ride and work with and around the Horses (the "Activities"). In addition, if the Participant is physically, mentally and/or emotionally challenged, the Participant and the Participant's Parents, if the Participant is a minor, hereby acknowledge that it may be more dangerous for the Participant to undertake the activities due to his or her physical, mental and/or emotional challenges and both the Participant and the Participant's Parents, if the Participant is a minor, accept the additional risks and dangers presented thereby.

2. Participant's Representations. The Participant and the Participant's Parents, if the Participant is a minor, have been provided with medical and informational intake forms by DRTEC, Inc. The Participant and the Participant's Parents, if the Participant is a minor, hereby certify that the information contained therein is true and accurate in all respects. Participant and Participant's Parents, if the Participant is a minor, hereby acknowledge that DRTEC, Inc. will and may rely on the information disclosed thereby without further inquiry or investigation. If, at any time, the medical, physical, emotional or mental condition of the Participant shall change in any material respect or if any of the information required to be disclosed by such forms shall change in any material respect, Participant and Participant's Parents, if the Participant is a minor, shall immediately notify DRTEC, Inc. in writing. In no event shall DRTEC, Inc. be responsible for inquiring into the condition of the Participant's physical, medical, emotional or mental condition or any change in such condition.

3. Instructions and Authorization. The Participant and Participant's Parents, if the Participant is a minor, each agree to follow the instructions of DRTEC, Inc. at all times and not to undertake any activity which DRTEC, Inc. has not specifically authorized. In no event shall DRTEC, Inc. be held liable for any injury to or death of the Participant due to the Participant's non-compliance with the instructions of DRTEC, Inc. or the Participant's actions which have not been specifically authorized by DRTEC, Inc. in each instance. In addition, if the Participant is not a minor, he or she agrees to supervise any minors under his or her care while at the Farm and acknowledges that DRTEC, Inc. shall at no time be responsible for the supervision of any person (including any minors) on the Farm. If the Participant is a minor, the Participant's Parents agree to supervise the Participant and any other minors under their care while at the Farm and acknowledge that DRTEC, Inc. shall at no time be responsible for the supervision of the Participant at any time other than during his or her scheduled volunteer shift or for any other person (including any minors) on the Farm. Unsupervised minors and any person failing to comply with the instructions of DRTEC, Inc. are subject to immediate ejection from the Farm.

4. Equipment. The Participant and the Participant's Parents, if the Participant is a minor, acknowledge and understand that the equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to ordinary wear and tear. The Participant agrees to use reasonable care at all times while at the Farm and to carefully inspect all equipment for evidence of defects or breakage. If the Participant is a minor, the Participant's Parents agree that, in the event that the Participant is incapable of inspecting the equipment, which capability shall be determined by the Participant's Parents unless otherwise determined by DRTEC, Inc., the Participant's Parents shall be responsible for inspecting all equipment for evidence of defects or breakage. In the event that the Participant or the Participant's Parents, if the Participant is a minor, locate any defects or breakage in or related to any equipment or tack, he, she or they shall immediately notify DRTEC, Inc. In no event shall DRTEC, Inc. be held liable for any injury to or death of the Participant caused by any defect in any such equipment or tack.

5. Condition of the Land. The Participant and the Participant's Parents, if the Participant is a minor, understand and acknowledge that the Participant may be working in the stable area as well as in the arenas, fields, pastures and other land located at the Farm or which DRTEC, Inc. has permission to use (collectively, the "Land") and that the Land presents certain hazards of which DRTEC, Inc. maybe or should be aware. The Participant and the Participant's Parents, if the Participant is a minor, specifically agree to hold DRTEC, Inc. and the Landlord harmless from any injury or death arising from the conditions of the Land. DRTEC, Inc. has not undertaken to inspect the Farm for hazards which may exist on the Land and has not undertaken to warn the Participant or the Participant's Parents, if the Participant is a minor, of any hazards which may exist on the Land. It shall be the sole responsibility of the Participant and the Participant's Parents, if the Participant is a minor, to carefully inspect the Land

for any hazards prior to undertaking any activity.

6. Release. The Participant and the Participant's Parents, if the Participant is a minor, agree that neither he, she nor they shall hold DRTEC, Inc. or the Landlord liable for any injury to or death to the Participant resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant and the Participant's Parents, if the Participant is a minor, hereby remise, release and forever discharge DRTEC, Inc. and the Landlord for himself, herself, or themselves and his, her or their heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he, she or they now has or have or hereafter can or may have or which his, her or their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities and/or the Activities.

7. Indemnification. The Participant and the Participant's Parents, if the Participant is a minor, further indemnify and hold DRTEC, Inc. and the Landlord harmless for any injury or damage caused by the Participant to any person, property of any person or the Farm, which injury or damage is caused by the Participant's willful misconduct or negligence, including but not limited to damage or injury to the Horses, any other horses which may be at the Farm from time to time and any personal or real property. If the Participant is a minor, the Participant's Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify DRTEC, Inc. and/or the Landlord, they shall be personally and jointly and severally liable to DRTEC, Inc. for any such injury or damage.

8. Acknowledgment. The Participant and the Participant's Parents, if the Participant is a minor, each acknowledge that they have been warned about the risks related to equine activities and the Activities and have been informed about the characteristics of each of the Horses. The Participant and the Participant's Parents, if the Participant is a minor, have each had the opportunity to ask questions of DRTEC, Inc. and are satisfied that they each understand the risks involved in equine activities and the Activities. By their execution of this Release and Indemnification, the Participant and the Participant's Parents, if the Participant is a minor, agree to be bound by and comply with the terms hereof and acknowledge that the Participant wishes to engage in equine activities and the Program as a volunteer despite the risks and potential dangers involved. Neither the Participant nor the Participant's Parents, if the Participant is a minor, have relied on any representations, statements or warranties of DRTEC, Inc. other than those specifically set forth herein. This Release and Indemnification is a Massachusetts contract and shall be governed by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9. Waiver of Consortium Claims. If the Participant is a minor, the Participant's Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. If the Participant is a minor, the Participant's Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant's Parents or Participant's Spouse, by the execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, DRTEC, Inc. and the Landlord of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of themselves, each other or the Participant, including but not limited to actions for loss of consortium.

10. Consent to Emergency Medical Care. In the case of any injury to the Participant while on the Farm, participating in the Program as a volunteer and/or riding or working with the Horses, the Participant or Participant's Parents, if the Participant is a minor, hereby authorize DRTEC, Inc. and any agent, employee, officer and/or director thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant provided that, if the Participant is a minor, any such person shall contact or attempt to contact the Participant's Parents as soon as practicable. The Participant or the Participant's Parents, if the Participant is a minor, acknowledge that he, she or they shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless DRTEC, Inc. for any costs incurred by it on behalf of the Participant or the Participant's Parents, if the Participant is a minor. Notwithstanding the foregoing, in the event that the Participant signs below that he or she does not consent to surgery or medication, DRTEC shall have no right to consent to surgery or medication by or on behalf of the Participant.

11. Authority (Applicable if the Participant is a Minor). In the event that this Release and Indemnification is executed by only one of the Participant's Parents, such parent hereby certifies to DRTEC, Inc. that he or she is unable to locate or obtain the signature of the Participant's other parent and that he or she assumes full liability and responsibility hereunder for both of the Participant's Parents, hereby indemnifying and holding DRTEC, Inc. harmless from and against any and all actions, claims and causes of action which are or may be brought by or on behalf of the Participant's other parent whether for or on behalf of the Participant or on such parent's own behalf. In the event that this Release and Indemnification is not executed by either of the Participant's Parents, it shall be executed by another party on their behalf. Such person executing this Release and Indemnification hereby represents, warrants and certifies to DRTEC, Inc.: (I) that he, she, it or they are duly authorized to execute this Release and Indemnification; (ii) that under applicable law, the undersigned's execution of this Release and Indemnification constitutes a binding obligation on the Participant to the same extent as if this Release and Indemnification were executed by both of the Participant's Parents; and, (iii) that the undersigned has undertaken each and every obligation of the Participant's Parents set forth herein. DRTEC, Inc. has relied and may rely on such representations.

This Release and Indemnification shall be binding upon the Participant, the Participant's Parents (if applicable), and the Participant's Spouse (if applicable), each and every time the Participant participates in the Program as a volunteer and/or rides or works with the Horses, without the need for re-execution, unless and until revoked in writing by the Participant and the Participant's Parents. Participant and Participant's Parents or Spouse hereby acknowledge that they have each been given the opportunity to read this Release and Indemnification and that they have executed this document as an instrument under seal, as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

Participant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant's Spouse's Signature (if Participant is married): \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant's Parents (or other authorized person) (if Participant is under 18):

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

NON-CONSENT TO SURGERY OR MEDICATION (optional):

PLEASE READ CAREFULLY and sign only if you wish to withhold your consent:

I do NOT authorize WHTEP to consent to surgery or medication for or on my behalf. By signing below, I acknowledge that my refusal to grant consent may cause a delay or failure in my care and may have a negative impact on my health and well-being and I agree to indemnify and hold harmless WHTEP for any such delay or failure,

Participant's Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

**WARNING:**

UNDER MASSACHUSETTS 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 2D OF CHAPTER 128 OF THE GENERAL LAWS.

