



VOLUNTEER EMERGENCY CONTACT & MEDICAL TREATMENT FORM

VOLUNTEER NAME

EMERGENCY CONTACTS

PRIMARY EMERGENCY CONTACT

PHONE NUMBER

ALTERNATE EMERGENCY CONTACT

PHONE NUMBER

PHYSICIAN NAME

PREFERRED MEDICAL FACILITY

HEALTH INSURANCE COMPANY

POLICY NUMBER

CURRENT MEDICATIONS

MEDICATION ALLERGIES

Consent Plan

In the event emergency medical treatment/aid is required due to illness or injury during the process of receiving services or while being on the property of the agency, I authorize Hold Your Horses, LLC 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

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 "Emergency Contact(s)" listed on this form is/are unable to be reached.

VOLUNTEER CONSENT SIGNATURE

DATE

PARENT/GUARDIAN SIGNATURE
(If Volunteer is under 18 Years of Age)

DATE



PHOTO RELEASE

I hereby consent _____ / do not consent _____ to, and authorize the use of, any and all photographs or audio/visual materials for promotion, education or exhibition or any other use to benefit Hold Your Horses.

VOLUNTEER NAME

SIGNATURE OF RELEASE

DATE

PARENT/GUARDIAN SIGNATURE
(IF VOLUNTEER IS UNDER 18 YEARS OF AGE)

DATE

CONFIDENTIALITY AGREEMENT

I understand that all information (written and verbal) regarding clients, staff and volunteers is confidential and will not be shared. Additionally, I will not take pictures of clients, staff and volunteers at Hold Your Horses, nor will I post comments about, or pictures of, Hold Your Horses clients, staff, volunteers and events on Facebook or other social media.

VOLUNTEER NAME

SIGNATURE OF AGREEMENT

DATE

PARENT/GUARDIAN SIGNATURE
(IF VOLUNTEER IS UNDER 18 YEARS OF AGE)

DATE



ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Release and Indemnification Agreement (the “*Agreement*”) is entered into on _____, 20__, by and among _____ (the “*Participant*”), Hold Your Horses (“*HYH*”), a Minnesota nonprofit corporation, and Cairns Psychological Services LLC (“*Cairns*”), a Minnesota limited liability company. The Participant, HYH, and Cairns are referred to individually herein as a “*Party*,” and together as the “*Parties*.”

RECITALS

WHEREAS, HYH and Cairns conduct various equine-related activities and sessions on and at the property located at 5265 Woodland Trail, Greenfield, MN 55357 (the “*Property*”). Such activities and sessions include, but are not limited to, hippotherapy and other equine-assisted programming, mental health programming, educational programming, horse riding, horse viewing, horse petting, and other activities that are conducted in the presence of horses (collectively, the “*Activities*”); and

WHEREAS, the Participant is a patient, guest, or invitee of HYH, Cairns, or their respective contractors, and desires to engage in the Activities.

AGREEMENTS

NOW THEREFORE, in consideration for the Participant being allowed to engage in the Activities and the other agreements contained herein, the Parties agree as follows:

1. **Stable Rules.** In addition to complying with all other obligations under this Agreement and all verbal or written directions or instructions from HYH or Cairns, the Participant shall strictly follow all of the existing, future, and modified rules established by HYH or Cairns that relate to the Activities, including without limitation, wearing properly fitted and secured protective headgear (SEI or ASTM certified riding helmet, or a medically-necessary helmet designed or approved for use with horses) during the performance of all Activities.

2. **Warning of Inherent Risks of the Activities; Assumption of Risk.** The Participant and the Guardian understand and acknowledge that, despite all safety precautions, there are numerous obvious and non-obvious inherent risks always present in the Activities, including, but not limited to, the mounting, riding, dismounting, petting, and being in the presence of horses. Falls from a horse may result in injury or even death to the Participant. Horses are known to stop short, change direction or speed at will, shift weight from side to side, buck, rear, bite, kick, or run from danger. A horse’s behavior can also be affected by elements of nature. The Participant and the Guardian hereby acknowledge the inherent risks of the Activities set forth in this Section 2. The Participant and the Guardian also acknowledge that such risks are only some of the risks



to the Participant in connection with the Activities, and the Participant and the Guardian are not relying on HYH or Cairns or their respective agents to list and explain all possible risks to the Participant and the Guardian that relate to the Activities. The Participant and the Guardian hereby agree and acknowledge to assume all risks that relate to the Activities, including, but not limited to, those risks expressly set forth in this Section 2.

3. **Release.** The Participant and the Guardian hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against HYH, Cairns and their respective officers, directors, employees, agents, affiliates, owners, successors and assigns (collectively, "*Releasees*"), on account of injury, death or property damage arising out of or attributable to Participant's participation in the Activities or presence on the Property, whether arising out of the ordinary negligence of the Company or the inherent risks of the Activities.

4. **Indemnification.** The Participant, the Guardian and their respective agents, heirs, beneficiaries, administrators, personal representatives, insurers, and assigns hereby agree to indemnify, defend and hold harmless, the Releasees of, from, and against any and all expenses, claims, damages, losses, causes of action, and liabilities (including, without limitation, attorney's fees and costs incurred by HYH or Cairns), whether known or unknown, liquidated or unliquidated, or anticipated or unanticipated, that in any way relate to, concern, or arise out of this Agreement, including without limitation, the Participant's engagement in the Activities and presence on the Property.

5. **Miscellaneous.** The provisions of this Agreement shall apply to, bind, and benefit the legal representatives, successors, heirs, beneficiaries, administrators, and assigns of the Participant, the Guardian, HYH, Cairns, their respective present and future agents, directors, officers, members, managers, principals, employees, and volunteers. This Agreement contains the entire agreement by and among the Parties and supersedes and replaces all other agreements and understandings, whether verbal or written, among the Parties with regard to the matters contained herein. This Agreement can be amended or modified only in a written instrument signed by the Parties. The obligations of the Parties under this Agreement, including, but not limited to, the obligations to hold harmless, defend, and indemnify, shall survive the expiration or termination of this Agreement. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable. This Agreement shall be construed, interpreted, and enforced by and under the laws of the state of Minnesota. Any legal suit, action or proceeding arising out of or based upon this Agreement or the Activities shall be venued in the Hennepin County District Court, Fourth Judicial District for the state of Minnesota.

6. **Parent/Legal Guardian.** If the Participant is under the age of eighteen (18) on the date of this Agreement, then a parent, legal ward, or legal guardian of the Participant must date, sign, and complete this Agreement where provided below (such parent, legal ward, or legal guardian is referred to in this Agreement as the "*Guardian*").



Acknowledgment of the Terms of this Agreement: The person signing this Agreement (whether the Participant or the Guardian), represents, acknowledges, and agrees, that (1) he or she has read and understands all provisions of this Agreement, including, but not limited to, the portion of this Agreement concerning assumption of risk, liability release and indemnification; (2) all facts and representations in this Agreement made by the Participant and the Guardian are true and accurate; and, (3) that he or she is legally competent to sign this Agreement and has had adequate opportunity to consult with legal counsel of his or her choosing concerning the effects of signing this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assumption of Risk, Release and Indemnification Agreement to be duly executed and delivered as of the day and year first above written.

HOLD YOUR HORSES

PARTICIPANT (if at least 18 years old)

By: _____
Name:
Title:

(Signature)

(Print Name)

Age of Participant: _____

CAIRNS PSYCHOLOGICAL SERVICES, LLC

GUARDIAN

By: _____
Name:
Title:

I am the parent or legal guardian of the Participant named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

(Signature)

(Print Name)