



4-H Therapeutic Riding

Rainbow Center, 4-H Therapeutic Equestrian Program

P.O. Box 479

Haymarket, VA 20168

(703) 754-6159

www.rainbowriding.org

## Rainbow Center Application

**Rainbow Use Only:** Student/Client Status \_\_\_\_\_ Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Received by: \_\_\_\_\_

\_\_\_\_ Student Placed Program: Hippotherapy \_\_\_\_\_ Therapeutic Riding \_\_\_\_\_

\_\_\_\_ Student Wait Listed: Program: Hippotherapy \_\_\_\_\_ Therapeutic Riding \_\_\_\_\_

\_\_\_\_ Additional Information: Assessment Needed Specifics \_\_\_\_\_

\_\_\_\_ Student Declined Reason: Therapist/inst Expertise Unavailable \_\_\_\_ Suitable Horses Unavailable \_\_\_\_ Other \_\_\_\_

### Client/Student Profile & Health History

*Must be completed by Parent or Legal Guardian if student is under age*

#### General Information:

Candidate Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Current Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

School  Employer  Residential Facility: \_\_\_\_\_  
(Please check the appropriate box)

Parent or Legal Guardian: \_\_\_\_\_

Relationship to Applicant: \_\_\_\_\_

Address (if different from above)

Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_

Referral Source: \_\_\_\_\_

How did you hear about Rainbow? \_\_\_\_\_

Do you have previous Therapeutic Riding Instruction? Y \_\_\_\_ N \_\_\_\_

If yes, please describe \_\_\_\_\_

#### Health History:

Diagnosis: \_\_\_\_\_ Date of Onset: \_\_\_\_\_

Seizures: Yes \_\_\_\_ No \_\_\_\_ Type: Controlled \_\_\_\_ Uncontrolled \_\_\_\_ Date of last Seizure \_\_\_\_\_

Independent Mobility: Yes \_\_\_\_ No \_\_\_\_ Braces: \_\_\_\_\_ Wheelchair \_\_\_\_\_ Walker \_\_\_\_\_ Other \_\_\_\_\_





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### Rainbow Center Physician's Referral (Updated annually)

Rider Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Diagnosis: \_\_\_\_\_ Date of Onset: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

Occupation (father): \_\_\_\_\_ (mother) \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (day) \_\_\_\_\_ (evening) \_\_\_\_\_ e-mail \_\_\_\_\_

**\*\*The following is to be filled out by the Physician of Record\*\***

Relevant Medical History \_\_\_\_\_

Current Weight: \_\_\_\_\_ Current Height: \_\_\_\_\_

Atlantoaxial Dislocation Condition (ADC) X-Ray outcome: \_\_\_\_\_

Surgical Procedures: \_\_\_\_\_

Psychological (IQ where pertinent): \_\_\_\_\_

Medications: \_\_\_\_\_

Visual Defects: \_\_\_\_\_ Auditory Defects: \_\_\_\_\_

Speech Defects: \_\_\_\_\_ Circulation Problems: \_\_\_\_\_

Neuro-sensory: \_\_\_\_\_ Balance: \_\_\_\_\_

Coordination: \_\_\_\_\_ Braces: yes \_\_\_\_\_ no \_\_\_\_\_

Spasticity and/or rigidity: \_\_\_\_\_ Assistive Devices: yes \_\_\_\_\_ no \_\_\_\_\_

\*\*\*\*\*

In my opinion, this patient can receive horseback riding instruction under appropriate supervision:

Precautions or contraindications to horseback riding therapy: \_\_\_\_\_

Physician's Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

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



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## Authorization for Emergency Medical Treatment Form

Participant    Staff    Volunteer

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Physicians Name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies to Medications: \_\_\_\_\_

Current Medications: \_\_\_\_\_

In the event of an emergency, contact:

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Rainbow Center 4-H Therapeutic Equestrian Program 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.

### Consent Plan

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 person(s) above is/are unable to be reached.

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

Client, Parent, or Legal Guardian

### Non-Consent Plan

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.

- \*Parent or legal guardian will remain on site at all times during equine assisted activities
- \*In the event emergency treatment/aid is required, I wish the following procedure to take place:

\_\_\_\_\_  
\_\_\_\_\_

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

Client, Parent, or Legal Guardian

VIRGINIA EQUINE ACTIVITY LIABILITY ACT

*As Amended 2003*

Section 3.1-796.130. Definitions

As used in this chapter, unless the context requires a different meaning:

“Engages in an equine activity” means (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine, (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive or ride as a passenger upon an equine (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity, or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

“Equine” means a horse, pony, mule, donkey, or hinny.

“Equine activity” means (i) equine shows, fairs, competitions, performance, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care, including but not limited to placing or replacing horseshoes or hoof trimming of an equine and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

“Equine activity sponsor” means any person or his agent who, for profit or not for profit sponsors, organizes or provides the facilities for an equine activity including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school-and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

“Equine professional” means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

“Intrinsic dangers of equine activities” means those dangers or conditions that are an integral part of equine activities, including but not limited to (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, person, or other animals (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability.

“Participant” means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

Section 3.1-796.132. Liability limited; liability actions prohibited.

- A. Except as provided in Section 3.1-796.133, an equine activity sponsor, and equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of

equine activities, and except as provided in Section 3.1-796.133, no participant nor any participant's parent, guardian or representative shall have or make any claim against or recovery from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

- B. Except as provided in Section 3.1-796.133, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

Section 3.1-796.133. Liability of equine activity sponsors, equine professionals.

No provision of this chapter shall prevent or limit the liability of an equine activity sponsor or equine professional or any other person who:

1. Intentionally injures the participant;
2. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury in accordance with subsection B of Section 3.1-796.132; or
3. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.

**HISTORY:** Approved by the Governor on March 22, 2003

*If legal advice or other expert assistance is required, the services of a competent professional person should be sought.*



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## Release, Waiver & Indemnity Agreement

The undersigned (hereinafter referred to as "rider") being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as the Rainbow Center, 4-H Therapeutic Equestrian Center, 5605 Antioch Road, Haymarket, Virginia and/or to use horses and or facilities either owned or controlled by Rainbow Center, 4-H Therapeutic Equestrian Program, Inc., and/or to receive training or instruction from the agents, volunteers or employees of Rainbow Center, 4-H Therapeutic Equestrian Program, Inc., and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding and handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

**Therefore, in consideration of being permitted to enter upon the premises known as Rainbow Center, 4-H Therapeutic Equestrian Program Center and/or receive instruction or assistance from the agents, volunteers or employees of rainbow center 4-H Therapeutic Equestrian Center, Inc. Rider knowing and expressly waives rider's rights to sue Rainbow Center, 4-H Therapeutic Equestrian Program, Inc. Its officers, directors, volunteers, employees, agents, successors, heirs, and assigns; for any injury, death, loss or damage caused to rider or to rider's property, and rider agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to rider or to rider's property. Rider acknowledges that rider has been given notice of the risks inherent in and intrinsic dangers of equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability, and rider expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks. This waiver and express assumption of risks shall specifically apply to rider and to any and all minor children and/or wards of rider, in accordance with the terms of VA code ann. §§3.1-796.130 *et seq.* (chapter 27.5, code of Va. (1950)).**

**If rider is a minor or otherwise under a legal disability, this agreement shall be signed by rider's parent or legal guardian. By signing, the parent or legal guardian agrees (i) to waive the parent's, guardian's, and rider's rights to sue the parties named in the immediately preceding paragraph; (ii) to assume, on behalf of the parent, guardian, and rider, the risks set forth in the immediately preceding paragraph, in addition to all other risks of riding or otherwise coming into contact with horses; and (iii) to indemnify and hold harmless rainbow center, 4-H Therapeutic Equestrian Program, Inc., its officers, directors, volunteers, employees, agents, successors, heirs, and assigns; from any loss, claim, suit or judgement resulting from any injury, death, loss or damage sustained or claimed by rider (or rider's personal representative), and further to indemnify Rainbow Center, 4-H Therapeutic Equestrian Program, Inc. Its officers directors, volunteers, employees, agents, successors, heirs and assigns from any and all costs of defending such claims, including attorneys' fees.**

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver, and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Rainbow Center, 4-H Therapeutic Equestrian Program, Inc. its Board of Directors, volunteers and employees; by the provisions of that Act. This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be

declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Rider has been advised to wear protective headgear and hard soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risks of injury resulting from failure to do so an/or from selecting headgear or footwear which does not adequately protect against injury.

**CAUTION: READ BEFORE SIGNING**

\_\_\_\_\_  
Rider

\_\_\_\_\_  
Parent or Guardian\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**\*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER UNDER EIGHTEEN YEARS OF AGE  
BOTH PARENTS WITH LEGAL CUSTODY OF A MINOR MUST SIGN**

*(revised 03/06)*





## Virginia Polytechnic Institute and State University Equine Release, Waiver, and Indemnification

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns and, thereby, agree(s) and represents as follows:

To release the Virginia Polytechnic Institute and State University, its members, employees, agents, representatives, subsidiary corporations, and those governmental agencies and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equine by the undersigned participant. The undersigned person(s) further agree(s) to indemnify the Virginia Polytechnic Institute and State University, its employees, members, agents, representatives, and those governmental agencies and other organizations affiliated with this project, and hold them harmless for any liability, loss, damage, cost, claim judgment, or settlement which may be brought or entered against them as a result of the undersigned person's participation in said activity.

If involved in equine activities pursuant to Section 3.2-6202 amended of the Code of Virginia the undersigned(s) execute(s) this waiver of the undersigned(s) rights to sue and agree(s) to assume all risks resulting from the "intrinsic dangers of equine activities". "Intrinsic dangers of equine activities" is defined as those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

This waiver shall remain valid unless expressly revoked by the participant or Parent or guardian of a minor. The revocation shall be in writing which shall be delivered to the provider and shall become effective thirty (30) days after delivery to the provider.

In the case of school-, college-, and university-sponsored classes and programs, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve (12) month period unless earlier expressly revoked in writing. The revocation shall become effective thirty (30) days after it is delivered to the provider.

The undersigned(s) should maintain all medical and health insurance needed to cover all risks of any kind in any place in livestock, equine, and/or other activities.

I, the undersigned participant, will wear and use, in accordance with established Cooperative Extension policy and procedure, all safety equipment and to ensure equipment is in good condition at all times.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent or Guardian  
If participant is under age 18 yrs

\_\_\_\_\_  
Date

\*18 USC 707



[www.ext.vt.edu](http://www.ext.vt.edu)

Virginia Cooperative Extension programs and employment are open to all regardless of race, color, religion, sex, age, veteran status, national origin disability, or political affiliation. An equal opportunity/affirmative action employer. Issued in furtherance of Cooperative Extension work, Virginia Polytechnic Institute and State University, Virginia State University, and the U.S. Department of Agriculture cooperating. Patricia M. Sobrero Director, Virginia Cooperative Extension, Virginia Tech, Blacksburg. Lorenza W. Lyons, Administrator, 1890 Extension Program, Virginia State, Petersburg.  
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