



Professional Association of
Therapeutic Horsemanship
International



Rainbow
Therapeutic Riding Center

Rainbow Therapeutic Riding Center
P.O. Box 479
Haymarket, VA 20168
(703) 754-6159
www.rainbowriding.org

Authorization for Emergency Medical Treatment Form

Participant Staff Volunteer

Name: _____ DOB: _____ Home Phone: _____

Email: _____ Cell 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 Therapeutic Riding Center 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



Volunteer Personnel Standards and Practices Code

Rainbow Therapeutic Riding Center volunteers must conduct themselves in a professional manner and in accordance with the standards and guidelines described below:

1. Volunteers will perform duties as assigned by arriving on time, following the directions of Rainbow staff, and adhering to all Rainbow policies.
2. Individuals must complete annual training provided by Rainbow Center to be considered as a volunteer.
3. Volunteers must complete all required paperwork including Liability Release form, Information and Health form, Standards and Practices Code form, etc. prior to performing volunteer duties
4. Volunteers will always perform their duties with courtesy and respect for the students, the public, and for co-workers. Volunteers will be without bias or prejudice, based on age, race, culture, religion, national origin, gender, sexual orientation, disability, political affiliation, or socioeconomic status, as demonstrated by words or conduct.
5. If a volunteer is unable to perform their duties, they must give notice to the Volunteer Coordinator as early as possible (preferably at least 24 hours) so a replacement can be made.
6. Volunteers will seek to maintain and improve their personal and professional growth and development through participation in educational programs relevant to their duties and through any training and on-site coaching.
7. Volunteers will respect the privacy of students and hold in confidence all information obtained from student or parent, co-workers or other persons in the course of the professional service.
8. Volunteers will not report to work at any time under the influence of alcohol or illegal substances and shall not use such substances during work hours, including a meal time or break which will be followed by the return to work.
9. Rainbow Center is a non-smoking facility.
10. Volunteers will not misuse, steal, or damage the property of Rainbow Center.
11. Volunteers will not falsify or alter any Rainbow Center records or reports.
12. Volunteers will not endanger others or reduce the efficiency of the work place through horseplay, pranks, or practical jokes.
13. Beverages must be in plastic containers. No glass bottles.

A copy of this form shall be placed in the volunteer's personnel file. Rainbow Center reserves the right to dismiss volunteers for violations of the Code or other behavior that is detrimental to the Rainbow Therapeutic Riding Center program.



Volunteer Personnel Standards and Practices Code

I acknowledge that I have received, read, and understand the Rainbow Center Volunteer Personnel Standards and Practices Code. I understand that this is not a contract, but is a set of guidelines, which all volunteers are to adhere to in carrying out their duties. I further understand that this Code does not supersede any other personnel policy and procedure. I further understand that a violation of this Code may result in disciplinary action up to and including dismissal as a volunteer of the Rainbow Center.

I agree to abide by this Standards and Practices Code:

Volunteer Name: _____
(Please Print)

Volunteer Signature: _____ Date: _____



Volunteer Confidentiality Agreement

In the course of my work I may learn certain medical, social, or other information concerning the participants of **Rainbow Center**. By law, information concerning participants is considered strictly confidential and is not to be shared with friends, family members, or the public. I am entrusted with preserving the dignity of the participants, as well as their safety and wellbeing.

I understand that all information (written and verbal) about participants at RAINBOW CENTER is confidential and will not be shared with anyone without the express written consent of the participant and their parent/guardian in the case of a minor.

I understand that any violation of this Confidentiality Agreement will be grounds for immediate termination from my position with RAINBOW THERAPEUTIC RIDING CENTER.

Position:

Signature: _____

Date: _____

Printed Name: _____

Parent/Guardian Signature (if minor or ward): _____

Date: _____

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.



Rainbow

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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 Therapeutic Riding Center, 16198 Silver Lake Rd., Haymarket, Virginia and/or to use horses and or facilities either owned or controlled by Rainbow Therapeutic Riding Center., and/or to receive training or instruction from the agents, volunteers or employees of Rainbow Therapeutic Riding Center., 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 Therapeutic Riding Center, and/or receive instruction or assistance from the agents, volunteers or employees of Rainbow Therapeutic Riding Center. Rider knowing and expressly waives rider’s rights to sue Rainbow Therapeutic Riding Center. 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 Therapeutic Riding Center, its officers, directors, volunteers, employees, agents, successors, heirs, and assigns; from any loss, claim, suit or judgment resulting from any injury, death, loss or damage sustained or claimed by rider (or rider’s personal representative), and further to indemnify Rainbow Therapeutic Riding Center. Its officer’s 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 Therapeutic Riding Center 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

Volunteer

Parent or Guardian*

Printed Name

Printed Name

Date

Date

Parent or Guardian*

Printed Name

Date

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