

## **APPLICATION DISCLOSURE AGREEMENT AND ELECTRONIC SIGNATURE SECTION**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.** All volunteers must sign this document. For volunteers under 18 yrs. of age, one or both parent(s) or legal guardian(s) must also sign. Throughout this document, volunteers under 18 yrs. of age will be referred to sometimes as 'minor' or 'child,' and parent(s) and guardian(s) will be referred to collectively as 'parent(s).' In consideration of the services of The Horse Prayer, and its employees, representatives, volunteers, board members, and all other persons or entities associated with them (collectively referred to in this Document as The Horse Prayer, the undersigned volunteer and parent(s) of a minor volunteer, acknowledge and agree as follows:

### **1. VOLUNTEER ASSUMPTION OF RISK**

I (and my Parent(s), if I am a minor) agree and acknowledge that participating in The Horse Prayer programs activities involves inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, disability or death to participant or others. The following includes some, but not all, of those risks, hazards, and dangers:

Risks present in outdoor environments include storms, strong winds, avalanches, snow or ice, or other objects, lightning, rapidly moving rivers or streams, currents, waves, stream or river crossings, extremely hot or cold weather or contaminated water, wild animals, disease carrying or poisonous animals or insects, and other natural or manmade hazards, unexpected animal movements or actions, and the like. Risks in decision making including, without limitation, the risk that The Horse Prayer may misjudge weather, terrain, water conditions, or route location, or they may misjudge a participant's or a volunteer's capabilities. Equipment may be misused, or may break, fail, or otherwise malfunction. Remote locations present risks including delays and difficulties with communication, transportation, evacuation and medical care. Medical facilities may be hours or even days away from the program location. Travel may be by foot, motor vehicle, horse, bicycle or other means and can be over rough and hazardous terrain. Conduct risks include the potential that the volunteer, other volunteers or participants, or third parties (e.g. general public, rescue personnel, or medical personnel) may act carelessly or recklessly.

### **2. RELEASE AND INDEMNITY AGREEMENT**

This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult volunteer or Parent(s) of a minor volunteer) agree as follows:(1) to release and agree not to sue The Horse Prayer, its Board of Directors, employees, representatives, and other volunteers with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claims'), in any way connected with my/my child's enrollment or volunteering in these activities. I understand I agree here to waive all claims I may have against The Horse Prayer and agree that neither I, nor anyone acting on my behalf, will make a claim against The Horse Prayer as a result of any injury, damage, death or other loss suffered by me or my child; (2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) The Horse Prayer with respect to all claims brought by or on behalf of me, my child, or a family member, in any way connected with my/my child's enrollment or volunteering in these activities or use of The Horse Prayer equipment or facilities.

This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of The Horse Prayer (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise. The Horse Prayer is required by law to include the following: By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the

provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

These and other risks, hazards and dangers may result in volunteers falling, being struck, colliding with objects or people, experiencing vehicle collision, being thrown or falling from horse, drowning, reacting to weather conditions or increased exertion, suffering complications or allergic reactions, becoming disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, dehydration, heart or lung complications, broken bones, head injury, paralysis, or other injury, damage, death or loss.

Volunteer is voluntarily participating with knowledge of the risks. Therefore, volunteer (and Parent(s) of minors) assumes and accepts full responsibility for the risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by volunteer (and Parent(s) of minors), resulting from those risks or resulting from volunteer's negligence or other misconduct.

### **3. EMERGENCY MEDICAL CONSENT**

In the event of a medical emergency, the undersigned authorizes The Horse Prayer and their designated agent to authorize such medical assistance as they determine to be necessary. The undersigned authorizes any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization, including anesthetic, which they determine necessary or advisable, pending receipt of a specific consent from the undersigned.

### **4. MEDIA AND PHOTO WAIVER**

I hereby authorize and give my full consent to The Horse Prayer to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending The Horse Prayer event and programs. I further agree that The Horse Prayer may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

### **5. STATEMENT OF CONFIDENTIALITY**

I understand that at The Horse Prayer, there is certain information that is available to me but is considered confidential. It is to be used only for facilitating the goals and objectives of the individual rider, according to the direction of the instructor or therapist. In consideration of the right to privacy of the students and their families, I understand the need to use appropriate discretion in written comments and in related conversations with volunteers, staff, family, or the general public. Any breach of this confidentiality will prove reason for my dismissal.

### **6. BACKGROUND CHECK**

The undersigned applicant acknowledges that Washington law requires employees and volunteers who have regularly scheduled unsupervised access to children under the age of 16 years, developmentally disabled persons, or vulnerable adults, to be subject to background checks concerning adjudication of certain civil and criminal matters identified in RCW 43.43.8340 – Background Checks – Access to Children or Vulnerable Persons – Definitions. I acknowledge notice that The Horse Prayer will conduct an inquiry of me as permitted by statute.

I authorize The Horse Prayer to receive information from any law enforcement agency, including police departments and sheriff's departments, of this state or any other state or federal government, to the extent permitted by state and federal law, pertaining to any convictions I may have had for violations of state or federal criminal laws, including but not limited to

convictions for crimes committed upon children or animals.

I understand that such access is for the purpose of considering my application as a volunteer, and I expressly DO NOT authorize The Horse Prayer, its directors, officers, employees or other volunteers to disseminate this information in any way to any other individual, group, agency, organization or corporation.

## **7. ACKNOWLEDGEMENT**

I (volunteer and Parent(s) of a minor volunteer) acknowledge:

- I agree to respect The Horse Prayer participants', staff, and volunteers' rights with regard to privacy of information and to keep "professional" confidentiality in all my statements both within and outside of the organization.
- I understand that The Horse Prayer staff members have the authority to exclude participants or volunteers from the program for behavior they deem to be unsafe. Use of alcohol or illegal drugs is unsafe behavior.
- I have read the Volunteer Handbook and agree to all terms and conditions. You can find our Handbook by visiting [www.TheHorsePrayer.org](http://www.TheHorsePrayer.org) :Volunteers"
- I understand and agree that submitting this application form does not automatically register me as a The Horse Prayer volunteer, and that there may be certain qualifications I must meet, including the acceptance of established volunteer policies and procedures before I may begin volunteering.
- I have disclosed to The Horse Prayer any medical or physical conditions which may affect my (or my child's) volunteering in the program;
- I understand and agree The Horse Prayer cannot assure volunteers' safety or eliminate these or other risks.
- I understand and agree my volunteering is voluntarily participating with knowledge of the risks. Therefore, volunteer (and Parent(s) of minors) assumes and accepts full responsibility for the risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by volunteer (and Parent(s) of minors), resulting from those risks or resulting from volunteer's negligence or other misconduct.

## **8. AGREEMENT**

By submitting this form, I attest that the information I have provided on the form is true and accurate. I have read and agree to the above statements and releases. By clicking the "I agree" checkbox below, this serves as my legal signature.

**\*\*NOTE FOR THOSE UNDER 18 YEARS OLD\*\*** By clicking the "I agree" checkbox below and submitting this form, I am stating my role as the parent/legal guardian of the subject named above, and I agree with all the statements made above, on behalf of the subject.