



FREEDOM HOOVES THERAPEUTIC RIDING CENTER

Liability Release

As a volunteer/client/staff/student/board member at Freedom Hooves Therapeutic Riding Center I acknowledge the risks of a horseback riding program. However, I feel the possible benefits to myself and the participants 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 Freedom Hooves Therapeutic Riding Center, its' Board of Directors, Instructors, Therapists, Aides, Volunteers and/or Employees for any and all injuries and/or losses I may sustain while participating in Freedom Hooves Therapeutic Riding Center program.

WARNING:

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participant in this domestic animal activity.

If client/volunteer is under 18 years of age, Parent/guardian must sign.

Name: (Please Print Clearly) _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Parent/Guardian – if minor or legal guardian

D&J RANCH
RELEASE OF LIABILITY

KNOWING THAT RISK IS ALWAYS ATTACHED TO HORSEBACK RIDING AND IN CONSIDERATION OF THE SERVICES RECEIVED AND BEING DESIROUS OF RECEIVING INSTRUCTION ON THE RIDING OF HORSES BY

_____ (INSTRUCTOR). I _____ (PARENT/GUARDIAN) OF

I DO HEREBY RELEASE AND DISCHARGE SAID INSTRUCTOR & THE D & J RANCH (DANE AND JENNIFER WADLEY) OF ANY AND ALL LIABILITY ARISING FROM THE RIDING AND/OR HANDLING OF HORSES UPON THE PREMISES KNOWN AS THE D & J RANCH, INCLUDING BUT NOT LIMITED TO LESSONS AND/OR DEFECTS IN RIDING EQUIPMENT (I.E. SADDLES, BRIDLES, ETC...).

I AGREE TO HOLD SAID INSTRUCTOR & THE D & J RANCH HARMLESS FROM ANY AND ALL CLAIMS AND LIABILITY THAT MAY BE MADE BY MYSELF OR ANYONE ON MY BEHALF INCLUDING COSTS AND REASONABLE ATTORNEY FEES.

THIS RELEASE IS BINDING UPON MY HEIRS AND ASSIGNS. _____

DATE __/__/__



P.O. Box 782622 Wichita, KS 67278

Phone: 316-733-8943

PHOTO RELEASE

☐ **I DO** ☐ **I DO NOT**

Consent to and authorize the use and reproduction by FREEDOM HOOVES THERAPEUTIC RIDING CENTER of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibitions or any other use for the benefit of the program.

Signature: Student (if over 18): _____

Signature: Parent or Legal Guardian: _____

Date: _____



Freedom Hooves Therapeutic Riding Center COVID-19 Infection Control Plan for On-Horse Sessions

General

- Access to the lounge is restricted to all but Volunteers and Staff.
- No one will be allowed on property for 14 days after they or someone in their household has returned from restricted out-of-state travel as designated by the KDHE policies. Restricted travel information can be found on the KDHE website.
- If any person that comes on the property tests positive for COVID-19, they must inform us and the program will then shut down immediately for 14 days, and possibly longer.
 - If you have tested positive for COVID-19 this will require a mandatory 2-week hiatus from the start date of symptoms, or a positive COVID-19 test, whichever is later.
 - Anyone that was potentially exposed at our facility will be notified of their possible or indirect exposure to COVID-19 with strict adherence to HIPPA guidelines.
- No one with signs or symptoms should come to the barn. Symptoms include:
 - Coughing, sneezing, shortness of breath, fever, sore throat, loss of taste and smell
- Upon arrival at the barn, everyone will be required to wash hands/ use hand sanitizer following CDC guidelines.
- **Per the CDC guideline masks will be REQUIRED on the property for those who are NOT vaccinated. They will also be required if a client requests masks are worn in their session.**
- We will remain up to date on CDC, state and local guidelines daily
- Disinfectants used on the property will follow the EPA recommendations
- Volunteers and Riders are asked to ask themselves the following questions prior to coming to the barn:

<u>Questions to ask yourself prior to coming to Freedom Hooves TRC</u>
Are you feeling unwell? Body aches, fatigue, sore throat, GI upset, etc.
Have you, or anyone in your household shown symptoms of COVID-19? These include the following: Shortness of breath, difficulty breathing, fever, sore throat, coughing, prolonged sneezing, GI upset, body aches, loss of taste/smell, etc.
Did anyone in your household encounter a co-worker or anyone who is symptomatic?
Have you or anyone in your household been exposed to anyone else who has tested positive or has had symptoms (being treated as a positive case) for COVID-19?

Riders

- Families should bring the minimum number of people necessary to care for their rider
- Family members/ caretakers are encouraged to remain in their vehicle for the duration of each session. You may enter the facility if absolutely necessary
- No family members will be allowed in the indoor arena
- Hand sanitizer will be provided upon arrival. Family members may assist their rider with this
- **Masks are required for those NOT vaccinated and must remain on while mounted, unless you or your rider are unable to wear a mask. Please contact Freedom Hooves staff and let them know.**
- **We are not requiring vaccinated volunteers or staff members to wear masks at this time. If you would still like those involved in your or your rider's session to wear one, please let a staff member know.**
- Helmets will be cleaned and disinfected to the best of our ability after each use. Riders are encouraged to bring their own if possible
- Riders are encouraged to use the restroom before attending their session. Access will be limited
- Families are asked to leave promptly once their rider is dismounted, allowing for staff the time to disinfect for the next session.

Volunteers

- **Masks are mandatory for volunteers that are NOT vaccinated while on the property per the CDC guidelines. They may also be required if a rider requests they are worn during their session.**
- Volunteers must wash hands/ use hand sanitizer:
 - *Immediately upon arrival
 - *After each rider
- Follow social distancing guidelines to the best of your ability while on the property
- Volunteers will sign in online – there will be no sign in computer or paper.

Staff

- **Masks are mandatory for volunteers that are NOT vaccinated while on the property per the CDC guidelines. They may also be required if a client requests they are worn during their session.**

I have read and understand this plan. If rider/ volunteer is under 18 years of age, Parent/ guardian must sign.

Name (Please Print Clearly): _____

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

Parent/ Guardian – if minor or legal guardian

ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO COVID-19

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Freedom Hooves Therapeutic Riding Center (“FHTRC”) strives to protect those we serve, our workers, and volunteers. To this extent, we will be following the Center of Disease Control (CDC) and local health department guidelines with regard to social distancing practices in order to reduce the spread of COVID-19. We have implemented a “COVID-19 Infection Control Plan for On-Horse Sessions,” which is attached to this release. By signing below, you agree to comply with the written instructions attached hereto.

You acknowledge that FHTRC has put in place certain preventative measures to reduce the spread of COVID-19; however, FHTRC cannot guarantee that you, your guests, or your family will not be exposed to or become infected with COVID-19. You understand that by participating in sessions, you may be putting you, your guests and/or your family at increased risk for contracting COVID-19. You further acknowledge that individuals with health conditions such as heart disease, cancer, or diabetes may be more likely to suffer more severe symptoms as a result of contracting COVID-19.

By signing below, you (referred to below as “I”) understand, acknowledge and agree to the following statements:

- I assume the risk that I, my guests and/or my child(ren) may be exposed to or become infected with COVID-19 and that such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as, fever or body aches, or more severe complications, such as pneumonia or organ failure; permanent disability or death; and
- I understand that the risk of exposure to or infection with COVID-19 may result from the acts, omissions, or negligence of myself or others, including but not limited to, the employees, contractors, owners, and other members of FHTRC; and
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense (including medical bills, attorneys’ fees and court costs), or any kind, that I, my guests or my family may experience or incur in connection with my access to the premises or participation in the services provided by FHTRC (collectively, “Claims”); and
- I hereby release, covenant not to sue, discharge and hold harmless FHTRC and its employees, agents, owners, representatives, and affiliates (collectively “Releasees”), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my access to the facility or participation in the services provided by FHTRC, whether arising out of the negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to the facility or participation in any of the services provided by FHTRC; and

- I understand that by signing this release, I am waiving any and all Claims, including those Claims that may be unknown to me, or which I do not suspect to exist at this time.

- I understand and agree that this Agreement shall be in addition to, and not in lieu of, any other assumption of risk provisions or releases of liability as may be found in my file, and that such assumption of risk and releases of liability provisions remain fully intact.

- If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court or arbiter declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement. Releasees are third-party beneficiaries to this Agreement and shall have the right to enforce this Agreement as if Releasees were a party hereto.

• I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ITS TERMS WITH MY LEGAL COUNSEL, AND AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITIES.

Print Name

Signature

Date