

# LONESOME DOVE EQUESTRIAN CENTER

Dear Volunteer-

Lonesome Dove Equestrian Center would like to thank you for your interest in supporting our mission of providing therapeutic horseback riding to veterans with disabilities.

We have a variety of volunteer opportunities available, some of which require prior experience with horses but many that do not. If you are looking to give of your time and talents without being onsite, there are a number of opportunities listed on the "Volunteer Registration and Information" form that can be performed from home. You must be at least 16 years of age to volunteer.

Our goal is to make this an enjoyable and enriching experience not only for our veteran participants but also our entire volunteer population.

The following forms must be completed and signed by every volunteer. If you will be volunteering in the arena, you must also attend a Volunteer Training Session. Forms that must be completed include:

Volunteer Registration and Information Authorization for Emergency Medical Treatment Consent/Non-Consent for Media Release Confidentiality Policy and Agreement Equine Release Form

We at Lonesome Dove Equestrian Center again thank you for your time. We look forward to working with you.

The Staff (and horses) at Lonesome Dove Equestrian Center

6137 Old Buckingham Road, Powhatan, Virginia 23139 Established 2007

## **VOLUNTEER REGISTRATION AND INFORMATION**

## **General information**

Name:	Age:DOB:	
Address:		
Work address:		
Home phone:	Work phone:	
County of residence:	Cell phone:	
Email address:		
School/Employer:Occupation:		
Parent/Legal Guardian (if under 18):		
Address (if different):		
	Alternate phone:	
Email address:		
How did you learn about the program	?	
<ul> <li>Leading a horse  Providing/servir</li> <li>Side walking with a participant  Fu</li> </ul>	veb site ③ Future planning ④ Facility repair	
Health information	Tuberculosis test (PPD) + or - Date:	
	Tuberculosis test (FPD) + 01 - Date	
Medications:		
Special needs:		

Please describe your current health status, particularly regarding the physical/emotional demands of working in a therapeutic riding program. Volunteer activities may include walking for extended periods of time, jogging short distances, working in hot/humid/cold conditions; therefore please address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries, or lifestyle changes.			
Background Information			
Have you ever been charged or convicted of a crime? YesNo  If yes, please explain:			
I,, authorize Lonesome Dove Equestrian Center to receive information from any law enforcement agency, including, but not limited to, police departments and sheriff departments of this state and 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.			
In respect to Lonesome Dove Equestrian Center Confidentiality Policy, I understand that such access is for purposes of considering my application as a volunteer, and that I expressly DO NOT authorize Lonesome Dove Equestrian Center, its directors, officers, employees or other volunteers to disseminate this information in any way to any other individual, group, agency, organization, or corporation.			
The Lonesome Dove Equestrian Center uses the above information to locate the best qualified volunteers and does not discriminate based on race, color, creed, sex, national origin, or religion. All lesson volunteers must be at least 16 years of age in compliance with the Professional Association of Therapeutic Horsemanship (PATH) Centers Standards.			
Signature: Date:			

# AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

In the event emergency medical aid/trea					
the process of receiving services, or wh	ille being on the property of the ag	ency,			
I, (print name), hereby authorize Lonesome  Dove Equestrian Center to:  1. Secure and retain medical treatment and transportation if needed.					
Release participant records upon re     in the medical emergancy treatment		or agency involved			
in the medical emergency treatment	<b>.</b> .				
Name:	DOB:	Age:			
Address:					
City/State/Zip:	Phone:				
IN THE EVENT I AM UNCONSCIOUS					
Name:					
Relationship:	Phone:				
Physician's Name:	Phone:				
Preferred Medical Facility:	Phone:				
Health Insurance Co.:	Policy #				
In an effort to provide the best care posapply:   I am allergic to the following		· ·			
☐ I have the following ongoing medical conditions:					
☐ I have been treated recently for the fo	ollowing physical / mental conditio	n:			
CONSENT PLAN This authorization includes x-ray, surge procedure deemed "life-saving" by the person below is unable to be reached. Consent Signature:  (Participant	physician. This provision will only b	pe invoked if the Date:			
Print Name:		_Phone:			
NON-CONSENT PLAN  I,, do aid/treatment in the case of illness or injunction Lonesome Dove Equestrian Center. I for any injuries/losses I may incur as a resulaid/treatment is required, I wish the follows:	jury during the process of receiving ully release the center and/or its re ult of this non-consent. In the even	g services at epresentatives for			
Non-Consent Signature:	Molyman	Date:			
Print Name: (Participant	/ volurileer)	Phone:			

### **Consent for Media Release**

I hereby consent to and authorize the use and reproduction by Lonesome Dove Equestrian				
Center of any and all photographs and any other audiovisual materials taken of me for				
promotional printed material, educational activities, publication on Lonesome Dove				
Equestrian Center web site ( <u>www.ldequestrian.com</u> ) or for any other use for the benefit of				
the program.				
Signature: Date:				
(Participant/Volunteer)				
Non-Consent for Media Release				
For reasons that I am not obliged to disclose, I DO NOT give consent for photographs, either				
still or moving, or any television or news media, to be taken of myself				
, by Lonesome Dove Equestrian Center or any persons				
working on behalf of said center. I understand that a RED DOT will be placed on the record				
kept in the administration offices of the center which will designate that photographs are not				
allowed of said person.				
Signature: Date:				
(Participant/Volunteer)				

#### **Confidentiality Policy and Agreement**

Due to the nature of therapeutic horseback riding, it is the policy of Lonesome Dove Equestrian Center that any and all information pertaining to our participants, their family, and volunteers shall remain privileged and confidential. This information may include, but is not limited to, any medical, social, referral, personal, and/or financial information that may be disclosed as a result of participation at the center.

Disclosures of any confidential information shall not be released to anyone not associated with Lonesome Dove Equestrian Center. Discussions involving any participant shall be limited to progress reports, appropriate mounted and unmounted safety guidelines, and any other guidelines the instructor may deem appropriate in each situation. Volunteers will be given information concerning participants on a "need to know" basis and in keeping with the confidential nature of our participant's records. Each participant shall be assured of record confidentiality and as such, only authorized staff will have access to secure records. Volunteers are not permitted to discuss participants with other volunteers, other instructors, friends, etc., outside of the center.

Interviews or other forms of public discussions with any public relations media, either through television, radio or any other type of publication, is strictly prohibited by any volunteer. All such matters should be directed to the Executive Director for appropriate action.

Since our intentions are to safeguard our participants, this policy is designed to ensure that the privacy of our participants, their families, and volunteers is protected. Sensitive medical, psychiatric, psychological and/or personal information may be detrimental if released to those outside of Lonesome Dove Equestrian Center. Such a breech of confidentiality may also constitute ground for legal action.

Failure to adhere to Lonesome Dove Equestrian Center confidentiality policy by any staff or volunteer may result in the termination of service with the center and corrective actions taken.

I agree to uphold the confidentiality policy as stated above.

Signature			
Printed Name_			

#### EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS

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 Lonesome Dove Equestrian Center currently housed at Buckingham Road Stables, Powhatan, Virginia, and/or to use horse and or facilities either owned or controlled by Lonesome Dove Equestrian Center and/or to receive training or instruction from the agents, volunteers or employees of Lonesome Dove 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 & Assumption of Risks Agreement.

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned to Lonesome Dove Equestrian Center an equine activity sponsor and/or an equine activity professional (the "sponsor/professional") and to the sponsor/professional as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner") and each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor/professional and of each owner (who shall be included within the word "sponsor/professional" or "owner" as their relationships may determine) provided as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned "participant" (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as a participant, the undersigned "participant" (including any minor participant for whom he signs this Agreement hereby agrees as follows:

- 1. This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia § 3.2-6200 et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning hereto, and the Act is hereby incorporated in the Agreement by reference. This Agreement shall be so construed as to provide to the sponsor professional the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the sponsor/professional by the Act and by general law.
- 2. All pronouns shall be construed to include the masculine, feminine or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
- 3. The participant hereby acknowledges that he has been given full and complete notice and has an understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"), including, but not limited to: (I) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (II) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, sudden movements, unfamiliar objects, persons or animals, reptiles, birds or insects, and the effects of such reactions; (III) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under, or protruding from the surface, both latent and patent; (IV) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeably present; (V) collisions with other animals or objects; (VI) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failure to maintain control over the equine and not acting within the participant's ability; (VII) the dangers and risks of tack or harness slipping or breaking for

whatever reason; (VIII) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (IX) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (X) the dangers of being struck by an equine, by a rider or by a hound; (XI) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and (XII) all other risks associated with fox hunting and related activities. 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. § 3.2-6200.

- 4. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against the sponsor/professional or any owner in connection therewith, he agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with the Risks enumerated in paragraph 3, above.
- 5. The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.
- 6. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.
- 7. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.
- 8. 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 right 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 Lonesome Dove Equestrian Center, its officers, directors, volunteers, employees, agents, successors, heirs, and assigns; Buckingham Road Stables, its employees, owners, 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 Lonesome Dove Equestrian Center, its officers, directors, volunteers, employees, agents, successors, heirs and assigns; Buckingham Road Stables its employees, owners, agents, successors, heirs, and assigns from any and all costs of defending such claims including attorneys' fees.
- 9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.
- 10. 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 Lonesome Dove Equestrian Center, its Board of Directors, volunteers and employees; Buckingham Road Stables, its employees and owners are covered 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.

- 11. 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 and/or from selecting headgear or footwear which does not adequately protect against injury.
- 12. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

	Participant:
	Print Name
Date	Signature
	Print Name of the Minor Participant for Whom Signing, if any

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