



# HEARTLAND THERAPEUTIC RIDING, INC.

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(Hereinafter "HTR")

## EQUINE ASSISTED ACTIVITY AGREEMENT

**This is a binding contract. Please review it carefully before signing.**

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Mobile: \_\_\_\_\_

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

**If Participant under 18**, name of parents or legal guardians: \_\_\_\_\_

Contact Information Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ Other Phone: \_\_\_\_\_

### **1. Participant Payment Policy**

- a. Invoices for the upcoming session will be sent by mail or e-mail to participants (or their parents/ guardians) approximately three weeks before the start of the session. Sessions shall consist of blocks of time as defined in the session billing statement. Fees will be identified in the billing statements for each session, and may be adjusted from time to time at the sole discretion of HTR, with a minimum thirty (30) days advance written notice to participants.
- b. A 5% session fee discount will be applied, if the session fee is paid in full on or before the participant's first scheduled lesson. This discount is not available for payments received after the first scheduled lesson. This discount is not applicable if a reduced session fee has been awarded to the participant.
- c. If a participant desires to pay in installments:
  - i. Two installments may be made: One-half (½) of the full session fee is due by the participant's first scheduled lesson. The other one-half (½) is due by mid-session.
  - ii. If an installment is not received by the due date, the participant will not be allowed to participate in the remainder of the session until that installment is paid.
  - iii. **If installment payments are requested, please sign here:** \_\_\_\_\_
- d. If a participant has not paid the full amount due for a session by the last day of the session, the participant will not be allowed to participate in the next session. If the participant still desires to participate in HTR's program in the future, participant will be moved to the bottom of the waiting list.

- e. Participants will receive credits only for lessons that are cancelled by HTR. Participants will not receive credits for lessons missed due to illness, vacations, etc. of the participant or parent/guardian even if advance notice is given to HTR.
- f. If a participant is a “no call-no show” three times within a one year period, the participant will be dismissed from HTR’s program. A minimum of two hours advance notice to HTR is required; otherwise, it will be considered a “no call-no show”.
- g. Payments can be made by check, cash or credit card.

## **2. PHOTOGRAPH/MEDIA/OBSERVATION CONSENT AND RELEASE**

I, Participant, or Participant’s parents or legal guardians if Participant is a minor,

- a. Consent and authorize HTR to observe Participant’s therapy session which may and can include taking photographs or motion pictures of Participant; and to produce videotapes, audiotapes, closed circuit television programs, web casts, or other types of media productions that capture Participant’s name, voice, and/or image (any of the foregoing types of media are called the “Materials” in this Consent and Release form). **(If you do not wish to be photographed, please cross through this paragraph and initial here.) \_\_\_\_\_**
- b. Acknowledge that the observation of Participant’s therapy sessions may include observation by guests of HTR who are taking a tour of the facility or engaging in other HTR authorized activities. Guests may include prospective volunteers, clients, donors, staff, and others interested in HTR. **(If you do not wish to be observed, please cross through this paragraph and initial here.) \_\_\_\_\_**
- c. Authorize HTR to copyright the Materials, and authorize HTR to use, reuse, copy, publish, display, exhibit, reproduce, license to third parties, and distribute the Materials in any educational or promotional materials or other forms of media, which may include, but are not limited to therapeutic publications, catalogs, articles, magazines, recruiting brochures, websites, social media or publications, electronic or otherwise, without notifying me; and agree that HTR may identify Participant by name and such other identifying information as age, graduation date, hometown, etc. **(If you do not wish to be identified by name or other means, please cross through this sentence, and initial here) \_\_\_\_\_**
- d. Participant agrees that Participant is participating on a voluntary basis and will not receive any payment from HTR for signing this release or as a result of any use or publication of the Materials.

## **3. RELEASE OF LIABILITY AND INDEMNIFICATION**

I, Participant, or Participant’s parents or legal guardians if Participant is a minor,

- a. Acknowledge the risks and potential for risks in involvement and participating in equine activities. I understand that despite all precautions taken by HTR, equine activities are by their nature “high risk” activities, and horses as natural prey animals may instinctively resort to unpredictable equine behavior despite all care taken by HTR. I confirm that with this knowledge,

I believe the possible benefits to myself/my child/my ward are greater than the risks assumed. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever, and will bring no litigation, suit or claims of any kind for damage or otherwise, including but not limited to personal injury or property damage, against Heartland Therapeutic Riding, Inc., its Board of Directors, Officers, Instructors, Therapists, Aides, Volunteers and/or Employees (hereinafter collectively "the Released Parties"), for any and all injuries and/or losses I/my child/my ward may sustain while participating in any function sponsored by, or held at Heartland Therapeutic Riding, Inc.'s premises, and/or HTR sponsored activities held off premises, even for claims arising from the alleged negligent acts or omissions of the Released Parties.

- b. I Acknowledge and confirm that I have read and accept the following statutory warning from the State of Kansas and assumption of risk terms related to participation in domestic animal activities and agree to be bound by same:

**KANSAS DOMESTIC ANIMAL LIABILITY ACT 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 sections 1 through 4. You are assuming the risk of participating in this domestic animal activity. Inherent risks of domestic animal activities include, but shall not be limited to:**

**(1) The propensity of a domesticated animal to behave in ways, i.e. running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;**

**(2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;**

**(3) certain hazards such as surface and subsurface conditions;**

**(4) collisions with other domestic animals or objects; and**

**(5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability."**

**K.S.A. §60-4002 et. seq. (1994)**

- c. I acknowledge Participant wishes to participate in an equestrian program at HTR and assumes the risks for such participation. If the participant is my child or ward, I have discussed their participation with their doctor. I understand and agree that pursuant to paragraph 3 (a) and (b) above, the Released Parties have NO LIABILITY in the event of any accident or loss of Participant that may occur.
- d. Participant also acknowledges that no person will be accepted for participation in a Heartland Therapeutic Riding, Inc. program and/or activity at the Heartland Therapeutic Riding, Inc. facility until this form has been completed by the Participant and/or Participant's parent(s)/guardian. If the person is of legal age (18), he or she may complete for form if he or she is legally competent to do so. All activities will be under supervision and, although reasonable effort will be made to avoid any accident, the Released Parties have NO LIABILITY.
- e. Participant, or Participant's parents or legal guardians (if a minor), may from time to time bring

guests to the facility. All guests to this facility, including Participant’s parents or legal guardians, must sign the facility’s separate Liability Waiver and Release form as found on HTR’s daily sign-in page. Participant or Participant’s legal guardians accept responsibility for signing this form, and/or having all guests they bring to the facility sign this form. Should they fail to do so, Participant and/or Participant’s legal guardians agree to fully indemnify and hold harmless HTR and the Released Parties from all damages, including reasonable attorneys fees and costs, expended in defending against any claims asserted by guests to the facility.

- f. I have read this notice and release of liability, and have been given the opportunity to have this document reviewed by legal counsel prior to my execution. I understand this document bears legal consequences and fully understand and agree with its content.

**4. Miscellaneous Terms and Conditions**

- a. I have been advised of the Supplemental Scholarship Program and if interested, have completed and submitted the application for same. If submitted, such Application shall be incorporated by reference herein as part of the Agreement.
- b. This Agreement additionally includes the following forms which, after completion, are incorporated by reference herein as part of the Agreement:
  - i. Physician’s Statement and Medical History
  - ii. Seizure Disclosure Statement
- c. This Agreement shall be construed and governed by the laws of the State of Kansas. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in the county or district in which HTR is located. Participant and/or Participant’s parents or legal guardians, if Participant is a minor, agree that HTR and/or any of the Released Parties may in their sole discretion elect to submit any dispute arising under this Agreement to binding arbitration, to be held before a neutral arbitrator mutually selected by the parties. HTR shall be entitled to recover its reasonable attorney’s fees and costs incurred in enforcing any provision of this Agreement if HTR is deemed the “prevailing party”.

**YOU HAVE THE RIGHT TO HAVE THIS DOCUMENT REVIEWED BY LEGAL COUNSEL BEFORE SIGNING.**

**THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.**

By initialing and signing this agreement, Participant agrees to the policies of the HTR and terms and conditions of this Agreement, and will inform any family member/caregiver who brings Participant to HTR, of these policies.

Participant Name (printed) \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_ Date \_\_\_\_\_

(Both Parent Signatures if Participant is under 18 years old)

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_