



## VOLUNTEER INFORMATION FORM

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Place of employment/school: \_\_\_\_\_ Work phone: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Check which areas you are interested in:

- special events       working with students in the barn  
 office work       working with students while riding  
 newsletter/photography

Do you have experience working with or riding horses? \_\_\_\_\_ Describe your experience: \_\_\_\_\_

Do you feel comfortable walking and jogging next to the horses? \_\_\_\_\_

Do you have experience working with individuals with disabilities? \_\_\_\_\_ Describe your experience: \_\_\_\_\_

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### **CONFIDENTIALITY AGREEMENT**

I understand that all information (both written and verbal) regarding participants, their families and non-public business records of Windrush Farm, with regard to but not limited to personal contact information and medical information shall be held in strict confidence at all times and is not to be shared with anyone (except as needed within the Windrush facility) without the express written consent of the participant (or parent/legal guardian in the case of a minor) or staff members.

I have read and understand the Windrush Farm Confidentiality Agreement and will abide by this policy.

Date: \_\_\_\_\_ Signature Participant: \_\_\_\_\_

Signature Parents/Guardian: \_\_\_\_\_ / \_\_\_\_\_

**If under 18, volunteer and BOTH parents must sign.**

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### **Photo Release**

I consent  / do not consent  (please check one) to and authorize the use and reproduction by Windrush Farm Therapeutic Equitation, Inc. of any and all photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Date: \_\_\_\_\_ Signature Participant: \_\_\_\_\_

Signature Parents/Guardian: \_\_\_\_\_ / \_\_\_\_\_

**If under 18, volunteer and BOTH parents must sign.**

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### **Volunteer Liability Release**

As a volunteer at Windrush Farm Therapeutic Equitation, Inc., I acknowledge the risks and potential for risks of a horseback riding program. However, I feel that the possible benefits to myself and the clients 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 Windrush Farm Therapeutic Equitation, Inc., its Board of Directors, instructors, therapists, aids, volunteers and/or employees for any and all injuries and/or losses I may sustain while participating in any Windrush Farm Therapeutic Equitation, Inc. program or while being on the premises operated by Windrush Farm Therapeutic Equitation, Inc.

Date: \_\_\_\_\_ Signature Participant: \_\_\_\_\_

Signature Parents/Guardian: \_\_\_\_\_ / \_\_\_\_\_

**If under 18, volunteer and BOTH parents must sign.**

### **WARNING**

**Under Massachusetts Law, an equine professional is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 128-section 2d of the general laws.**





# Windrush Farm Therapeutic Equitation, Inc.

30 Brookview Road  
Boxford, MA 01921  
www.windrushfarm.org  
978-682-7855

## Participant's Authorization for Emergency Medical Treatment Form

Participant's Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Family Email Address: \_\_\_\_\_

In the event of an emergency, contact;  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Physician's Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Preferred Medical Facility: \_\_\_\_\_  
Health Insurance Co.: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies to medications: \_\_\_\_\_

Current medications: \_\_\_\_\_

State any information that you want supplied to a medical professional treating you in an emergency: \_\_\_\_\_

### Consent Plan

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 premises operated by Windrush Farm Therapeutic Equitation, Inc., I authorize Windrush Farm Therapeutic Equitation, Inc. 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.

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 below is unable to be reached.

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

Participant (Parent or Guardian if participant is under the age of 18 yrs)

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

### 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. Therefore, check one of the following:

- \_\_\_\_\_ *A 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 procedures to take place:*

Date: \_\_\_\_\_ Non-Consent Signature: \_\_\_\_\_

Participant (Parent or Guardian if participant is under the age of 18 yrs)

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 128-SECTION 2D OF THE GENERAL LAWS.**

**WINDRUSH FARM THERAPEUTIC EQUITATION, INC.**  
**(Volunteers - Minors and Adults)**

**RELEASE AND INDEMNIFICATION**

This release and indemnification is made by and between the undersigned participant (the "Participant"), the undersigned Participant's parents, if the Participant is a minor, (the "Participant's Parents") or the Participant's Spouse, if the Participant is married, (the "Participant's Spouse") and any and all persons and parties now or hereafter having any interest in the charitable organization known as Windrush Farm Therapeutic Equitation, Inc., a Massachusetts corporation, together with any and all employees, agents and servants of Windrush Farm Therapeutic Equitation, Inc.; any and all sponsors, judges, volunteers, interns, coordinators, officials, benefactors and any other individual or entity having any connection with or relation to Windrush Farm Therapeutic Equitation, Inc. (collectively "WFTE, Inc."). WFTE, Inc. provides horseback riding lessons, outdoor activities and volunteer opportunities related to horsemanship and the care and upkeep of horses, other animals and farms to individuals, including but not limited to disabled children (the "Program"). WFTE, Inc. leases stable, pasture, indoor and outdoor arenas and related spaces at the property known as and located at 30-31 Brookview Road, Boxford, Massachusetts 01921 (the "Farm"; the owner, from time to time, of the Farm is referred to herein as the "Landlord"). WFTE, Inc. owns, leases, cares for and/or maintains certain horses used or to be used in connection with the Program (the "Horses"). As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to participate in the Program as a volunteer and/or ride and work with the Horses at the Farm and/or at such other places as WFTE, Inc. conducts its activities, including but not limited to horse shows, clinics, fairs, expositions, schooling sessions and the like conducted away from the Farm. The Participant and the Participant's Parents or Spouse desire that the Participant have the opportunity to participate in the Program as a volunteer and/or ride and work with the Horses at the Farm and/or at such other locations as WFTE, Inc. conducts its activities. **WFTE, Inc. will not permit the Participant to participate in the Program as a volunteer or work with or ride the Horses without the execution of this release and indemnification which is of material significance to WFTE, Inc.** The Participant and the Participant's Parents or Spouse hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that WFTE, Inc. and the Landlord are each an "equine professional" and/or an "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and the Participant's Parents or Spouse agree as follows:

1. **Inherent Risks.** The Participant and the Participant's Parents or Spouse acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen, and, if the Participant is a minor, the Participant's Parents have chosen to permit the Participant, to participate in the Program as a volunteer and/or to ride and work with and around the Horses (the "Activities"). In addition, if the Participant is physically, mentally and/or emotionally challenged, the Participant and the Participant's Parents, if the Participant is a minor, hereby acknowledge that it may be more dangerous for the Participant to undertake the activities due to his or her physical, mental and/or emotional challenges and both the Participant and the Participant's Parents, if the Participant is a minor, accept the additional risks and dangers presented thereby.

2. **Participant's Representations.** The Participant and the Participant's Parents, if the Participant is a minor, have been provided with medical and informational intake forms by WFTE, Inc. The Participant and the Participant's Parents, if the Participant is a minor, hereby certify that the information contained therein is true and accurate in all respects. Participant and Participant's Parents, if the Participant is a minor, hereby acknowledge that WFTE, Inc. will and may rely on the information disclosed thereby without further inquiry or investigation. If, at any time, the medical, physical, emotional or mental condition of the Participant shall change in any material respect or if any of the information required to be disclosed by such forms shall change in any material respect, Participant and Participant's Parents, if the Participant is a minor, shall immediately notify WFTE, Inc. in writing. In no event shall WFTE, Inc. be responsible for inquiring into the condition of the Participant's physical, medical, emotional or mental condition or any change in such condition.

3. **Instructions and Authorization.** The Participant and Participant's Parents, if the Participant is a minor, each agree to follow the instructions of WFTE, Inc. at all times and not to undertake any activity which WFTE, Inc. has not specifically authorized. In no event shall WFTE, Inc. be held liable for any injury to or death of the Participant due to the Participant's non-compliance with the instructions of WFTE, Inc. or the Participant's actions which have not been specifically authorized by WFTE, Inc. in each instance. In addition, if the Participant is not a minor, he or she agrees to supervise any minors under his or her care while at the Farm and acknowledges that WFTE, Inc. shall at no time be responsible for the supervision of any person (including any minors) on the Farm. If the Participant is a minor, the Participant's Parents agree to supervise the Participant and any other minors under their care while at the Farm and acknowledge that WFTE, Inc. shall at no time be responsible for the supervision of the Participant at any time other than during his or her scheduled volunteer shift or for any other person (including any minors) on the Farm. Unsupervised minors and any person failing to comply with the instructions of WFTE, Inc. are subject to immediate ejection from the Farm.

4. **Equipment.** The Participant and the Participant's Parents, if the Participant is a minor, acknowledge and understand that the equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to ordinary wear and tear. The Participant agrees to use reasonable care at all times while at the Farm and to carefully inspect all equipment for evidence of defects or breakage. If the Participant is a minor, the Participant's Parents agree that, in the event that the Participant is incapable of inspecting the equipment, which capability shall be determined by the Participant's Parents unless otherwise determined by WFTE, Inc., the Participant's Parents shall be responsible for inspecting all equipment for evidence of defects or breakage. In the event that the Participant or the Participant's Parents, if the Participant is a minor, locate any defects or breakage in or related to any equipment or tack, he, she or they shall immediately notify WFTE, Inc. In no event shall WFTE, Inc. be held liable for any injury to or death of the Participant caused by any defect in any such equipment or tack.

5. **Condition of the Land.** The Participant and the Participant's Parents, if the Participant is a minor, understand and acknowledge that the Participant may be working in the stable area as well as in the arenas, fields, pastures and other land located at the Farm or which WFTE, Inc. has permission to use (collectively, the "Land") and that the Land presents certain hazards of which WFTE, Inc. may be or should be aware. The Participant and the Participant's Parents, if the Participant is a minor, specifically agree to hold WFTE, Inc. and the Landlord harmless from any injury or death arising from the conditions of the Land. WFTE, Inc. has not undertaken to inspect the Farm for hazards which may exist on the Land and has not undertaken to warn the Participant or the Participant's Parents, if the Participant is a minor, of any hazards which may exist on the Land. It shall be the sole responsibility of the Participant and the Participant's Parents, if the Participant is a minor, to carefully inspect the Land for any hazards prior to undertaking any activity.

6. **Release.** The Participant and the Participant's Parents, if the Participant is a minor, agree that neither he, she nor they shall hold WFTE, Inc. or the Landlord liable for any injury to or death to the Participant resulting from or related to his or her

involvement in equine activities and/or the Activities. The Participant and the Participant's Parents, if the Participant is a minor, hereby remise, release and forever discharge WFTE, Inc. and the Landlord for himself, herself, or themselves and his, her or their heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he, she or they now has or have or hereafter can or may have or which his, her or their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities and/or the Activities.

7. **Indemnification.** The Participant and the Participant's Parents, if the Participant is a minor, further indemnify and hold WFTE, Inc. and the Landlord harmless for any injury or damage caused by the Participant to any person, property of any person or the Farm, which injury or damage is caused by the Participant's willful misconduct or negligence, including but not limited to damage or injury to the Horses, any other horses which may be at the Farm from time to time and any personal or real property. , If the Participant is a minor, the Participant's Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify WFTE, Inc. and/or the Landlord, they shall be personally and jointly and severally liable to WFTE, Inc. for any such injury or damage.

8. **Acknowledgment.** The Participant and the Participant's Parents, if the Participant is a minor, each acknowledge that they have been warned about the risks related to equine activities and the Activities and have been informed about the characteristics of each of the Horses. The Participant and the Participant's Parents, if the Participant is a minor, have each had the opportunity to ask questions of WFTE, Inc. and are satisfied that they each understand the risks involved in equine activities and the Activities. By their execution of this Release and Indemnification, the Participant and the Participant's Parents, if the Participant is a minor, agree to be bound by and comply with the terms hereof and acknowledge that the Participant wishes to engage in equine activities and the Program as a volunteer despite the risks and potential dangers involved. Neither the Participant nor the Participant's Parents, if the Participant is a minor, have relied on any representations, statements or warranties of WFTE, Inc. other than those specifically set forth herein. This Release and Indemnification is a Massachusetts contract and shall be governed by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9. **Waiver of Consortium Claims.** If the Participant is a minor, the Participant's Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. If the Participant is a minor, the Participant's Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant's Parents or Participant's Spouse, by the execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, WFTE, Inc. and the Landlord of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of themselves, each other or the Participant, including but not limited to actions for loss of consortium.

10. **Consent to Emergency Medical Care.** In the case of any injury to the Participant while on the Farm, participating in the Program as a volunteer and/or riding or working with the Horses, the Participant or Participant's Parents, if the Participant is a minor, hereby authorize WFTE, Inc. and any agent, employee, officer and/or director thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant provided that, if the Participant is a minor, any such person shall contact or attempt to contact the Participant's Parents as soon as practicable. The Participant or the Participant's Parents, if the Participant is a minor, acknowledge that he, she or they shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless WFTE, Inc. for any costs incurred by it on behalf of the Participant or the Participant's Parents, if the Participant is a minor. **Notwithstanding the foregoing, in the event that the Participant signs below that he or she does not consent to surgery or medication, WFTE shall have no right to consent to surgery or medication by or on behalf of the Participant.**

11. **Authority (Applicable if the Participant is a Minor).** In the event that this Release and Indemnification is executed by only one of the Participant's Parents, such parent hereby certifies to WFTE, Inc. that he or she is unable to locate or obtain the signature of the Participant's other parent and that he or she assumes full liability and responsibility hereunder for both of the Participant's Parents, hereby indemnifying and holding WFTE, Inc. harmless from and against any and all actions, claims and causes of action which are or may be brought by or on behalf of the Participant's other parent whether for or on behalf of the Participant or on such parent's own behalf. In the event that this Release and Indemnification is not executed by either of the Participant's Parents, it shall be executed by another party on their behalf. Such person executing this Release and Indemnification hereby represents, warrants and certifies to WFTE, Inc.: (i) that he, she, it or they are duly authorized to execute this Release and Indemnification; (ii) that under applicable law, the undersigned's execution of this Release and Indemnification constitutes a binding obligation on the Participant to the same extent as if this Release and Indemnification were executed by both of the Participant's Parents; and, (iii) that the undersigned has undertaken each and every obligation of the Participant's Parents set forth herein. WFTE, Inc. has relied and may rely on such representations.

This Release and Indemnification shall be binding upon the Participant, the Participant's Parents (if applicable), and the Participant's Souse (if applicable), each and every time the Participant participates in the Program as a volunteer and/or rides or works with the Horses, without the need for re-execution, unless and until revoked in writing by the Participant and the Participant's Parents. Participant and Participant's Parents or Spouse hereby acknowledge that they have each been given the opportunity to read this Release and Indemnification and that they have executed this document as an instrument under seal, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**Participant's Signature:** \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

**Participant's Spouse's Signature (if Participant is married):** \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

**Participant's Parents (or other authorized person) (if Participant is under 18):**

**Signature:** \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

**Signature:** \_\_\_\_\_  
*Print Name:* \_\_\_\_\_

**NON-CONSENT TO SURGERY OR MEDICATION (optional):**

**PLEASE READ CAREFULLY** and sign only if you wish to withhold your consent:

*I do **NOT** authorize WFTE to consent to surgery or medication for or on my behalf. By signing below, I acknowledge that my refusal to grant consent may cause a delay or failure in my care and may have a negative impact on my health and well-being and I agree to indemnify and hold harmless WFTE for any such delay or failure,*

Participant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WARNING:**

**UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.**

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