

## Volunteer Annual compliance

Due to insurance and NARHA regulations every volunteer needs to fill out our annual forms.

Thank you for your continued volunteerism at Beyond Balance. Your continued participation in therapeutic riding helps continue our mission to help our students to learn basic skills through planned activities with the horse that improve motor skills, self-esteem, concentration and problem-solving abilities. Trained certified Therapeutic Riding instructors work with the students. Along with riding skills they learn about the structure, needs, personality and environment of a horse. They begin to develop sensitivity to the needs of these animals through learning all the activities involved in the grooming, feeding, caring for and riding the horses. In turn the student develops an awareness of his own care, needs and awareness of other animals and people in their environment that applies to everyday living.

*Your safety and well being is our most important concern. Certain conditions require additional precautions to be taken when on or around horses. Close toed shoes are required; you will not be able to work around the horses with open toed shoes. Proper attire to enable you to help with the horses in the barn and outside in the arena with the students is helpful. In the summer months, you will want to bring water with you and if you are planning on staying all day, a snack, and lots of sunscreen. In the winter months, you will want to wear warm clothing and dress in layers.*

Remember, you are working with large animals, and sometimes small children, you will not want to wear dangling earrings, or strong smelling perfume. Wear clothes that you do not mind if they get dirty or smell like a barn.

We strive to make our classes a fun learning experience for all of our clients. The level of instruction is tailored to the clients' capabilities. There are many different programs offered at Beyond Balance, Inc. As a volunteer, Beyond Balance tries to make it as fun and educational as we can. We will not make you do anything that you do not feel comfortable with if you let us know.

Thank you for filling out your annual compliance forms

**We hope you have a fun rewarding experience with us at  
Beyond Balance!**

**Volunteer Release Forms – please write clearly in ink**

**UNCONDITIONAL GENERAL RELEASE**

**WARNING- UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c. 287 (C.5:15-1 et seq.)**

I, \_\_\_\_\_, a participant, client, volunteer, or student or the legal guardian of a participant, client, volunteer, or student ("Participant") in a program, event, or activity taking place under the sponsorship of or at the facilities of **BEYOND BALANCE**, ("Beyond Balance"), hereby give consent and approval to the participation of Participant in any and all programs, events, or activities taking place under the sponsorship of or at the facilities of Beyond Balance ("Activities").

I fully understand that my decision to be a Participant, or to allow such person named above to be a Participant, poses risks of personal injury, property damage, death and/or other loss that may arise while participating in the Activities. I assume all risk and hazards incidental to the conduct of the Activities as well as transportation to and from all Activities.

In consideration of Participant's being allowed to participate in the Activities, on behalf of Participant, Participant's heirs, personal or legal representatives, successors and assigns, I hereby irrevocably and unconditionally release, and covenant not to sue Beyond Balance, Morning Mist, Property Owner and each of Beyond Balance and Morning Mist's owners, directors, officers, employees, agents, independent contractors, representatives, attorneys, successors, and assigns, and all persons acting by, through, under, or in concert with, any of them (collectively "the Releasees"), from any and all claims or causes of action whatsoever, in law or in equity, whether known or unknown at this time, based on any action, cause or thing occurring on, prior to, or following the date hereof, and, in particular, without limiting the generality of the foregoing, all claims arising out of or relating to the Activities, even if such liability or damage results from the sole extreme gross negligence of the Releasees.

I hereby authorize the Releasees to act in their discretion on behalf of Participant in providing, requesting, or authorizing the provision of emergency medical services ("Emergency Services"). I acknowledge full responsibility for any charges associated with the rendering of any and all Emergency Services, and I indemnify the Releasees from any and all claims, expenses, or other charges related to their decision to provide or to not provide Emergency Services.

I understand and agree that this document shall be construed according to the laws of the State of New Jersey, and that this Unconditional General Release shall be as broad and inclusive as is permitted by the laws of the State of New Jersey. If any portion of this document is held to be invalid or of no force or effect, I agree that the balance shall continue in full force and effect.

This Unconditional General Release shall be immediately effective upon its execution.

I HAVE READ AND UNDERSTAND THIS DOCUMENT.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant or Participant's Guardian

\_\_\_\_\_  
Printed Name of Participant or Participant's Guardian

Witness

**EQUINE ACTIVITY AND HOLD HARMLESS AGREEMENT  
MORNING MIST FARM SMITHVILLE ROAD, MT HOLLY, NJ**

**Please take time to read and sign the following Equine Release and Hold Harmless Agreement in respect to your horse related activities. Please note that this agreement is in accordance with the New Jersey Statute (see Footnote below).**

1. I, \_\_\_\_\_, the undersigned/legal guardian of the undersigned minor have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with **Morning Mist Farm and its owner**, representatives, and consigs, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding said horse(s); including but not limited to, any other interaction with other horses, use of tack or equipment. Understanding those risks, I hereby release Morning Mist Farm, the owner of Morning Mist Farm, its representatives and consigs, and anyone else directly or indirectly connected with Morning Mist Farm from any liability whatsoever in the event of injury or damage of any nature (or perhaps death) to me/the minor for whom I am legal guardian or anyone else caused by or incidental to my electing/allowing the minor to use tack or other equipment, mount, and ride a horse located at Morning Mist Farm.

Additionally:

3. I understand and recognize and warrant that this release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of the instructor to include any activity whatsoever involving an equine including death, personal injury, and/or damage to the property.

4. I recognize and agree that I know which instructor I will be working with, that the relationship between the instructor and the rider/legal guardian of the rider is a personal contract and acknowledge that I agree said instructor has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said instructor from continuing duty to monitor my equine activities.

5. I further voluntarily agree and warrant Release and Hold Harmless this instructor from any liability whatsoever, including, but not limited to any incident caused by or related to said instructor's gross negligence, relating to injuries known, unknown, or otherwise herein disclosed; including but not limited to, injuries, death or property damage from: mounting; riding; dismounting; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any instructor's directions relating to my/the minor's for whom I am legal guardian, riding or otherwise use and control, or lack thereof, of my/the minor's horse or the horse I have/the minor has been assigned to.

\*\*\*Please indicate with circling the appropriate response whether person/the minor is participant of the Beyond Balance program.

Yes

No

\*\*\*Please acknowledge with circling 'Yes' that there is no Extraction Plan at Morning Mist Farm other than dialing 9-1-1 for local medical emergency personal. Yes

Person voluntarily entering into this Release and Hold Harmless Agreement

Signature (person or legal guardian) \_\_\_\_\_ Date \_\_\_\_\_

Name of Minor \_\_\_\_\_

Printed name and address (person or legal guardian) \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

*NJ Statutes 5:15:*

*Under NJ Law, an equestrian area operator is not liable for an injury or death of a particular participant in equine animal activities resulting from the inherent risks of equine animal activities pursuant to P.L. 1997, c. 287 (C.5:15-1 et seq).*

Revised 5/7/07

## Authorization for Emergency Medical Treatment

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 property of the agency, I authorize Beyond Balance to secure and maintain medical treatment and transportation, if needed.

Volunteer Name: \_\_\_\_\_ Phone : \_\_\_\_\_

\_\_\_\_\_

In case of emergency, Contact : \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_

Physician Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Preferred Medical Facility: \_\_\_\_\_

Health Insurance Co : \_\_\_\_\_ Policy # \_\_\_\_\_

### Please check one option listed below:

**I give 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. 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.

**I do not give 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. In the event emergency treatment/aid is required, I wish the following procedures to take place: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adult Signature: \_\_\_\_\_ Date: \_\_

\_\_\_\_\_

### CONFIDENTIALITY AND PHOTO RELEASE

I agree that as a Beyond Balance volunteer to respect the privacy of the riders and hold in confidence all information obtained in the course of my volunteer service. I recognize that confidentiality and privacy requirements apply to fellow volunteers and that **all photographs of riders are prohibited**. As a volunteer, I hereby consent to and authorize the use and reproduction by Beyond Balance of any and all photographs and any other audio-visual material taken of me for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program.

\_\_\_\_\_

Adult Signature

\_\_\_\_\_

Date: