

# Sarasota Manatee Association for Riding Therapy, Inc.

4640 CR 675 E, Bradenton, FL 34211-9600 941-322-2000

www.smartriders.org www.facebook.com/smartriders

### **Volunteer / Staff Application and Health History Form**

\_\_Email:\_\_\_\_\_

#### **General Information:**

Name:\_\_\_

Date of Birth:	Home Phone	Cell Phone:		
Address:		City:	State:	Zip:
Employer/School:				
Work Address:		City:	State:Z	ip:
Work Phone:		-		
Parent/Guardian Name	and address (if applicable)			
How did you learn abou	it the program?			
Consult your physician recommended that indiverselved that indiverselved that the story of the second of the secon	ccination.:  or local health department viduals working in agricultura arrent health status, particular ess fitness, cardiac, respirator	if you are not up to da l environments stay curre	nt with this vaccination /emotional demands o	n.  f working in a therapeutic
changes.				
Allergies:				
Medications:				
Authorization for Emo Consent Plan (Please in	ergency Medical Treatment nitial box for Consent)			
Manatee Association for transportation if needed treatment deemed "life- involved in medical treatments	rgency medical aid/treatment or Riding Therapy (SMART) I. This authorization include saving" by the physician. In atment and/or transportation I s/are unable to be reached.	program, I authorize SM s but is not limited to x-1 n addition, I authorized S	ART to secure and ret ray, surgery, hospitaliz SMART to release my	ain medical treatment and ation, medication and any records to any individual

In case of emergency, contact:		
Name	_ Relation:	Phone Number(s)
Name	_ Relation:	Phone Number(s)
Physician's name		Phone Number
Preferred medical facility		
Allergies to Medications		
Health insurance company	Policy #	
in the SMART program. In the event of take place: (list procedures)	gency medical tre f emergency trea	nsent) eatment in the case of illness or injury while participating tment aid is required, I wish the following procedures to
	aterials taken of me	Manatee Association for Riding Therapy (SMART) of any and e for promotional material, educational activities, exhibitions or
Have you ever been charged with or convicted	d of a crime? Y	N Please explain
		(continue on back)
I am 18 years of age or older and agree to con	nplete a backgroun	nd check by accessing this link:
http://www.coeusglobal.com/council_fl_smar	triders.html.	
federal government, to the extent permitted violations of state and/or federal criminal law check is for the purpose of considering my a	by state and fed s. I understand that pplication as a volu- byces, or other volu-	In law enforcement agencies of this state or any other state of deral law, pertaining to any convictions I may have had for at the information provided to SMART through this background unteer or employee, and that I expressly DO NOT authorize the unteers to disseminate this information in any way to any other
	t plans, photo rele	my knowledge. My signature below applies to the overall ases, and background information. I know of no reason why
Signature:		Date:
Volunteer or Staff		
Signature: Parent / Legal Guardian if Volum	teer is under 18	Date:



## Sarasota Manatee Association for Riding Therapy, Inc.

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#### RELEASE AND ASSUMPTION OF RISK AGREEMENT

I agree to the following Release and Assumption of Risk Agreement with SARASOTA MANATEE ASSOCIATION FOR RIDING THERAPY, INC., a Florida nonprofit corporation (hereafter referred to as "SMART") as a condition for allowing me and/or my child /legal ward identified below to enter SMART's premises, surrounding land, and other program locations, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and/or volunteers, and/or receive instruction or guidance while riding, driving, grooming, and/or handling horses. This is not meant to be a complete list of all activities and will be referred to in this document as "The Activities".

#### IT IS HEREBY AGREED AS FOLLOWS:

- 1. I have voluntarily requested, for myself and/or for my child/legal ward identified below, to engage in any and/or all of The Activities, now and/or in the future.
- 2. **Risks**. I understand that anyone engaging in The Activities can suffer bodily injuries, property damage and other injuries including death. Participation in The Activities involves certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on SMART to list all possible risks for me and/or my child/legal ward.
- 3. Waiver and Liability Release: As consideration for SMART allowing me and/or my child/legal ward to engage in The Activities at any time and/or at any location, I do hereby voluntarily assume all risks of loss, damage and personal bodily injury including death that may be sustained which may hereinafter occur on account of, or in any way arising from, entry upon the premises or participation in The Activities on or off the premises. I, for my heirs, administrators, personal representatives, and/or assigns, release and discharge SMART, all SMART employees, assistants, directors, volunteers, instructors, officers and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).
- 4. **Indemnification:** I also understand and agree to indemnify and hold harmless SMART and all persons or entities working on behalf of or affiliated with SMART against any and all further claims or damages, cost or expenses incurred by SMART and/or their employees as a result of an accident, injury or property loss which may occur while I, and/or my child/legal ward are on or off the premises or engaged in The Activities connected with SMART which may result from negligence of the undersigned or the negligence of SMART, employees, volunteers, instructors, agents, third parties and/or any combination thereof of SMART. The indemnification shall include reimbursement of SMART'S attorney fees.
- 5. **ASTM/SEI Headgear:** SMART will provide me and/or my child/legal ward with an equestrian safety helmet that is ASTM standard and SEI-certified for use when riding or driving horses. I understand that SMART, its employees, assistants, directors, volunteers, instructors, officers, owners of horses and/or agents cannot guarantee the suitability of any helmet provided.
- 6. **Health and Disabilities:** I understand that SMART always recommends that I seek the advice of a physician if I and/or my child/legal ward are injured. I also understand that many of The Activities pose special physical risks to the participant.
- 7. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by SMART and/or persons directly affiliated with SMART. It is also mutually agreed that any disputes arising under this Release, and/or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Manatee County, Florida.

I understand that when signed, this Agreement is intended to be legal, valid and binding at all times, now and in the future, when SMART permits me and/or my child/legal ward to engage in any and/or all of The Activities either on the SMART premises and/or other designated program locations.

WARNING: Under Florida Law, an equine activity sponsor or 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.

NAME OF PARTICIPANT			1		
SIGNATURE OF PARTICIPANT if 18 or older v Address of Participant:		DATE			
		Email:	_		
I hereby certify that I am authorized to sign this Release and Assumption of Risk Agreement on behalf of the Participant.					
SIGNATURE OF PARENT OR LEGAL GUARDIA	AN	DATE			
Print name of Parent or Legal Guardian:					
Address			_		
Phone: (Home)	(Cell / other)	Email:			



#### **SMART Confidentiality Policy**

Sarasota Manatee Association for Riding Therapy, Inc. (SMART) recognizes the right of participants and their families to have privacy and control over any information about them that might be personal or sensitive.

Those bound by the directives of this policy are **all** persons in any way connected with SMART, including but not limited to: full and part-time staff, volunteers, board members, temporary employees, independent contractors and instructors. Any persons violating these policies will be subject to penalties ranging from reprimand to alteration of job responsibilities to termination to legal action.

Except as deemed necessary by the Board of Directors, information considered to be confidential includes all medical, familial, social, referral, personal, and financial concerns regarding a rider and/or his/her family. Such information is considered confidential regardless of how it is obtained, whether directly from the rider or family, SMART staff, volunteers or others associated with SMART, or inadvertently from other sources such as but not limited to a chart, computer screen or overheard conversation.

Consent to disclose information to outside individuals or agencies, including photographs and videotapes should be obtained in writing from the proper legal representative. For most children under the age of 18, this would be the parent or legal guardian. Adults age 18 and over with developmental disabilities are presumed competent to give consent unless they have specifically been found incompetent in a court of law. In such case, a substitute decision-maker would be assigned, and any consent must be obtained from the decision-maker.

#### **SMART Code of Conduct Policy**

#### Respect for Others:

I will respect the rights, dignity and worth of other SMART participants, volunteers, instructors, staff, friends, family members and spectators.

I will treat everyone equally regardless of sex, ethnic origin, religion or ability.

I will display control, respect, dignity and professionalism to all involved including participants, volunteers, instructors, staff, friends, family members and spectators.

#### **Responsibility for My Actions:**

I will dress and act at all times in a professional manner that will be a credit to SMART. I will not use profanity or insult or taunt others or engage in other forms of poor behavior. I will practice good sportsmanship.

I will not engage in any type of inappropriate behavior, sexual activity and/or verbal or physical abuse with other participants, volunteers, instructors, staff, friends, family members or spectators.

I will respect the property of SMART. I will respect each and every horse and will not engage in physically abusive behavior toward any of them.

I will obey all posted SMART rules of the farm.

I have read and understand the SMART Confidentiality Policy and Code of Conduct Policy and agree to observe these policies.

Print Name of Volunteer:	
Signature of Volunteer:	Date:



# **SMART RULES**



These rules are designed to ensure the safety of all humans and equines at SMART.

- 1. No abusive, threatening, or violent behavior will be tolerated on the premises.
- 2. Illegal drug and alcohol use is prohibited.
- 3. NO smoking in or around the stable grounds. Smoking is permitted only in the privacy of your vehicle in the parking lot. *Please do not leave your cigarette butts in the grass or on the premises!*
- 4. All visits to the SMART facility must be supervised by a staff member.
- 5. During lesson times, all participants and other children must be supervised by their Parents or Care Providers until they are attended to by SMART Staff. No running or screaming is allowed in the stables or around the horses. Participants are not allowed to play on the ramp, mounting blocks, gates and fences.
- 6. Parents / Care Providers / Siblings and Friends must remain in the designated waiting areas (Pavilion and grassy area surrounding it, Admin House and Porch, Parking Lot) during their participant's lesson unless accompanied or approved by staff. If parent or guardian must leave premises during lessons, they <u>must</u> notify the instructor in charge and leave a cell phone number for immediate contact in case of emergency.
- 7. The mounting ramp and mounting block are only to be used for mounting and dismounting participants. Only instructors and trained staff will assist with the mounting and dismounting of participants.
- 8. Please do not handle, feed or pet horses in their stalls or in their paddocks unless supervised or approved by a staff member.
- 9. No one may enter a stall, paddock or arena containing horses unless accompanied or approved by a staff member.
- 10. No one may ride a horse unless supervised by a SMART Instructor. All program participants who ride or drive must have an annually completed Application and Release packet on file.
- 11. All riders must wear an ASTM-approved helmet while mounted on horses and use safety stirrups. We recommend that all riders wear hard-soled shoes with heels.
- 12. All drivers must wear an ASTM approved helmet while driving in cart or carriage.
- 13. All SMART volunteers must have a completed, signed and dated Volunteer Application on file and must complete a volunteer orientation course.
- 14. SMART is a <u>Cell Phone Free Zone</u> for all volunteers working in and around the barn and horses, leading horses, sidewalking with or assisting students or participating in any lesson activities. Please leave your cell phones in your car, or turn them off and store in the Ready Room cabinet. Cell phones may <u>only</u> be used when on break and in the <u>Cell Phone Usage Area (Pavilion.)</u>
- 15. All accidents, injuries or hazardous conditions must be reported to a staff member immediately.
- 16. In case of emergency, please follow the directions given by the Instructor(s) and Staff in charge.
- 17. No dogs or pets belonging to volunteers, participants or visitors are allowed on the property!
- 18. Please obey all signage.

WARNING: Under Florida Law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.					
I have read and understan	d all of the rules above and agree	to abide by them.			
Signature					