



## Sarasota Manatee Association for Riding Therapy, Inc.

4640 CR 675, Bradenton, FL 34211

(941) 322-2000

### Volunteer / Staff Application and Health History Form

#### General Information:

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Employer/School: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_

Parent/Guardian Name and Address (if applicable) \_\_\_\_\_

\_\_\_\_\_

How did you learn about the program? \_\_\_\_\_

Date of last Tetanus \_\_\_\_\_

Consult your physician or local health department if you are not up to date with your Tetanus vaccination. It is highly recommended that individuals working in agricultural environments stay current with this vaccination.

#### Health History

Please describe your current health status, particularly regarding the physical/emotional demands of working in a therapy riding program. Address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries or lifestyle changes.

\_\_\_\_\_

\_\_\_\_\_

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

**Authorization for Emergency Medical Treatment Consent Plan**

(Please initial line for Consent)

\_\_\_\_\_ In the event emergency medical aid/treatment is required due to illness or injury while participating in the Sarasota Manatee Association for Riding Therapy (SMART) program. I authorize SMART to secure and retain medical treatment and transportation if needed. This authorization includes, but is not limited to, x-ray, surgery, hospitalization, medication and any treatment deemed "life-saving" by the physician. In addition, I authorize SMART to release my records to any individual involved in medical treatment and/or transportation I might need. This provision will be invoked only if the emergency contact person(s) listed below is unable to be reached.

**Non-Consent Plan**

(Please initial line only for non-consent)

\_\_\_\_\_ I **DO NOT** give my consent for emergency medical treatment in the case of illness or injury while participating in the SMART program. In the event emergency treatment aid is required, I wish the following procedures to take place (list procedures):

**In case of emergency, contact:**

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone Number \_\_\_\_\_

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone Number \_\_\_\_\_

Physician's name \_\_\_\_\_ Phone Number \_\_\_\_\_

Preferred medical facility \_\_\_\_\_

Allergies to Medications \_\_\_\_\_

Health Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

**Photo Release** (Please initial appropriate box)

I  **DO**  **DO NOT** consent to and authorize the use and reproduction by Sarasota Manatee Association for Riding Therapy (SMART) 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.

**Background Information:**

Have you ever been charged with or convicted of a crime? Y N Please explain \_\_\_\_\_

I am 18 years of age or older and agree to complete a background check by accessing this link:

[http://www.coeusglobal.com/council\\_fl\\_smartriders.html](http://www.coeusglobal.com/council_fl_smartriders.html)

By doing so, I authorize SMART to receive information from law enforcement agencies of this state or 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 and/or federal criminal laws. I understand that the information provided to SMART through this background check is for the purpose of considering my application as a volunteer or employee, and that I expressly DO NOT authorize the operating 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 information provided above is accurate to the best of my knowledge. My signature below applies to the overall application, the emergency medical treatment plan, photo release and background information. I know of no reason why I should not participate in this center's program.

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

*Volunteer or Staff*

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

*Parent/Legal Guardian if Volunteer is under 18*

**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.

## **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 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: \_\_\_\_\_



# Sarasota Manatee Association for Riding Therapy

4640 County Road 675

Bradenton, FL 34211

(941) 322-2000

## 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 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 volunteers, and/or receive instruction or guidance while riding, grooming, 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 or for my child/legal ward identified below, to engage in any 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 or my child/legal ward.
3. Waiver and Liability Release: As consideration for SMART allowing me or my child/legal ward to engage in The Activities at any time and at any location, I do hereby voluntarily assume all risks of loss, damage or 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, or assigns, release and discharge SMART, and 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 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 their employees as a result of an accident, injury or property loss which may occur while I, 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 or any combination thereof of SMART. The indemnification shall include reimbursement of SMART'S attorney fees.
5. ASTM/SEI Headgear is required to be worn by all participants and can be purchased through SMART. I understand that neither SMART nor its assistants or agents can 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 or my child/legal ward is injured, and 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, 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 or my child/legal ward to engage in any or all of The Activities either on the SMART premises 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 \_\_\_\_\_

SIGNATURE OF PARTICIPANT if 18 or older \_\_\_\_\_ DATE \_\_\_\_\_

Address of Participant: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell/other) \_\_\_\_\_ 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 GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

Print name of Parent or Legal Guardian: \_\_\_\_\_

Address \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell/other) \_\_\_\_\_ Email: \_\_\_\_\_

**POLICY**

# RECEIPT OF SEXUAL HARRASSMENT POLICY

Location

Effective Date: 5/1/22

Revision Number: 1

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SMART

As described in the Sexual Harassment Policy, sexual harassment is prohibited at SMART.

By signing below,

- I acknowledge that I have received a copy of the SMART Sexual Harassment Policy, and I understand that it is my responsibility to read and comply with the policy and any revisions made to it.
- I acknowledge that retaliating or discriminating against an employee who reports a suspected incident of sexual harassment or who cooperates in an investigation is prohibited.
- I acknowledge that employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

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Signature

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Date

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Print your full name



# 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 are 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.
6. Participants are not allowed to play on the ramp, mounting blocks, gates and fences.
7. Parents, Care Providers, Siblings and Friends must remain in the designated waiting areas (Pavilion and grassy area surrounding it, Admin Porch, Parking Lot) during their participant's lesson unless accompanied or approved by staff.
8. If parent or guardian must leave premises during lessons, they **must** notify the instructor in charge and leave a cell phone number for immediate contact in case of emergency.
9. 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.
10. Please do not handle, feed or pet horses in their stalls or in their paddocks unless supervised or approved by a staff member.
11. No one may enter a stall, paddock or arena containing horses unless accompanied or approved by a staff member.
12. 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.
13. 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.
14. All accidents, injuries or hazardous conditions must be reported to a staff member immediately. In case of emergency, please follow the directions given by the instructor(s) and Staff in charge.
15. **No dogs or pets belonging to volunteers, participants or visitors are allowed on the property!**
16. **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 risks of equine activities.**

***I have read and understand all of the rules above and agree to abide by them.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date