

# Kentucky Foothills Therapeutic Horsemanship Center

Mailing Address: 7822 HWY 2004 McKee, KY 40447

Phone: 606-965-2158

Email: mykfthc@gmail.com

## Volunteer Information Form

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

How did you hear about KFTHC:

What would you like to achieve by volunteering with KFTHC?

Do you have any physical limitations? Explain please:

What horse experience do you have? (None is required)

Do you have any experience in working with people with disabilities?

When are you available?

Are you interested in working in other areas?

Hay Crew \_\_\_ Equipment Care \_\_\_ Horse Schooling \_\_\_ Horse Care \_\_\_ Fund Raising \_\_\_

### Photo Release

I hereby consent to and authorize the use and reproduction by KFTHC, Inc., of any and all photographs taken of me for promotional material, educational activities, exhibits, electronic publications (including the World Wide Web) or for any other use for the benefit of the program.

#### PLEASE CHECK ONE:

Photo Release Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian if under 18

**OR**

DO NOT PHOTOGRAPH: Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian if under 18

## Authorization for Emergency Medical Treatment

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Physician's Name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_

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

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

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

### Persons to be contacted in case of an emergency:

1. Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

## Emergency Medical Treatment Consent

In the event emergency medical aid/treatment is required due to injury or illness during the process of volunteering at KFTHC or while being on the property of the organization, I authorize KFTHC to:

1. Secure and retain medical treatment and transportation, if needed.
2. Release volunteer medical records upon request to the authorized individual or agency involved in the medical emergency treatment.

### PLEASE CHECK ONE:

CONSENT PLAN

This authorization includes x-ray, surgery, hospitalization, medication and any treatment deemed "lifesaving" by the physician. This provision will only be invoked if the emergency contact(s) listed on your volunteer application is unable to be reached.

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

Signature of parent/guardian if volunteer is under 18 years of age.

# OR

NON-CONSENT PLAN

I do not give my consent for emergency medical treatment/aid in the event of illness or injury during the process of volunteering at KFTHC or while being on the property or the organization.

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

Signature of parent/guardian if volunteer is under 18 years of age.

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 procedure to take place:

\_\_\_\_\_

Agreement to Assure Staff/Volunteer Confidentiality

I understand that all information regarding participants and former participants must be kept confidential under provisions of KRS 210.235, and the Federal Register, Vol 40, No 127, July 1, 1975. I understand that the information that I receive may only be used within the Kentucky Foothills Therapeutic Equestrian Center (KFTHC) to carry out the prescribed program of assistance for the participant involved, unless the participant or his/her guardian shall knowingly consent to the release of information.

I am aware that violation of the requirement of confidentiality is punishable by a fine of up to \$5000 or imprisonment for a term not to exceed five years, or both, pursuant to KRS 210.991.

By my signature below, I hereby agree to assure the confidentiality of information I receive from others or obtain from my own observation regarding participants or former participants.

Volunteer Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

### **Volunteer Release of Liability**

Although every effort will be made to avoid accident of injury, NO LIABILITY can be accepted by any of the organizations concerned including KFTHC, its officers, trustees, agents, employees, each and every one of its members, volunteers or associates or the property owners upon whose land the therapy sessions are conducted. After considering the benefits and risks of working with equines and individuals with special health care needs, I do wish to volunteer with KFTHC.

#### **Liability Release**

I (print name) \_\_\_\_\_ would like to volunteer for KFTHC's program. I acknowledge the risks and potential of risk for activities involving equines. I feel, however, that the possible benefits of Equine Assisted Activities to myself are greater than the risks assumed. I hereby, intending to be legally bound for myself, my heirs or assigns, executors or administrators, waive and release all claims for damages against KFTHC, Inc., its Board of Trustees, Employees, Instructors, Therapists, Aids, Volunteers, Equines, Equine Owners, Equipment or Operating Site or the Owners of Jacks Creek Riding Stables, or Forgotten Roads Farm or Woods Point Farm for any and all injuries and/or losses I/my child/my ward may sustain while volunteering at KFTHC, Inc.

“WARNING UNDER Kentucky law a farm animal activity sponsor, a farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

I understand that no liability can be accepted by any of the organizations concerned with this therapy.

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

Signature of parent/guardian if volunteer is under 18 years of age.

### **Volunteer Job Description**

Supervised by: Instructor Cheryl Martin  
Job Title: Sidewalker

**General Description of Duties:** Support of participant during therapeutic riding activities.

**Specific Job Responsibilities:** Sign in and out. Meet and greet participants, families and visitors. Assist parent of participant with correctly fitting the helmet. Physically assist the rider (during mounting, riding and dismounting). Help the rider guide the horse during the lesson. Bridge the instructor to the rider (repeat directions and redirect attention). Cheer, Encourage and Praise.

**Conditions of Assignment:** Commitment to attend your scheduled lesson for the duration of the sessions. Attend skills development sessions. Under direct supervision of lesson Instructor.

**Qualifications, Training and Preparation for Assignment:** Attend Volunteer Orientation. Copy of completed and approved Volunteer Training Checklist in personal file. Be respectful and polite to equines, participants, families and other volunteers. Walk and occasionally jog alongside the horse for the duration of the lesson on possibly uneven surfaces. Ability to hold your arm, slightly raised and out to the side for up to 30 minutes, providing support to the rider as necessary. Must have adequate vision to ensure the safety of the rider. Ability to adapt to change and to be flexible and patient. Comfortable working with horses and children and/or adults with disabilities and special needs (including physical contact). Minimum age is 14. Cannot be fearful of horses.

### **Volunteer Expectations**

**Personal Conduct:** When performing services for KFTHC, volunteers are expected to conduct themselves in such a manner as to advance the purposes of and increase public confidence in KFTHC.

**Conflict of Interest:** A conflict of interest is an action based on interest other than those of the participants and/or of KFTHC. There is also a conflict of interest when a volunteer's personal economic interest conflicts with their actions in performing duties as assigned by the program. The conduct of all of us and our relations with individuals at KFTHC is a matter of vital importance. You should strive at all times to avoid both actual conflicts of interest as well as any appearance of a conflict of interest. The name of KFTHC is not to be used in connection with any issue or product.

**Attendance and Punctuality:** Every volunteer is vital to KFTHC and KFTHC really counts on the services of its volunteers. If you cannot be available as scheduled, please notify the Program Director or the Volunteer Coordinator with as much advance notice as possible.

**Record Keeping:** KFTHC requires that you document services provided. Specifics pertaining to record keeping and gathering of statistical data will be covered as part of your Orientation.

**Service Time Records:** Volunteers are asked to record their volunteer service hours. This information is used to report in-kind donations.

I have read and understand the above:  Date: \_\_\_\_\_

### **Riding Agreement, Release from Liability and Indemnification**

This riding agreement, release from liability and indemnification (hereby referred to as "AGREEMENT") is entered into as of the date indicated below by and between Kentucky Foothills Therapeutic Horsemanship Center, Inc., (KFTHC), a Kentucky nonprofit corporation which maintains its principal place of business as 7822 HWY 2004, McKee, KY 40447 and (Print Name) (RIDER), an individual resident of the Commonwealth of Kentucky with an address of (Address)

WHEREAS, KFTHC owns and/or leases certain horses and ponies (herein collectively "HORSES" and singularly "HORSE") which KFTHC uses in its therapeutic horsemanship and therapy sessions.

WHEREAS, RIDER desires to ride one or more of the HORSES and the terms "RIDE" and "RIDING" herein shall refer to the riding as well as driving, catching, tacking up, bathing, turning out or otherwise handling or being in the vicinity of any of the HORSES, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a HORSE mounted or otherwise handles or comes near a HORSE from the ground.

WHEREAS, KFTHC is willing to permit RIDER to ride the HORSES without compensation to KFTHC on the condition that the RIDER agrees to release KFTHC, as well as its agents, employees, officers, directors, volunteers, representatives, assigns, members, owners of the premises and trails, affiliated organizations, insurers, and others acting on its behalf, as well as the owner of any of the HORSES if that owner be someone other than KFTHC, (all those individuals or entities being released hereinafter shall collectively be referred to as "ASSOCIATES") from any liability in the event that the RIDER dies or is injured while RIDING, and to hold KFTHC and the ASSOCIATES harmless from any claim or expense whatsoever which may result to the person or property of any third part as a result of the RIDER's activities while RIDING; and

WHEREAS the RIDER desires to provide such release and indemnify KFTHC and the ASSOCIATES. NOW THEREFORE, in consideration of the mutual covenants contained in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which KFTHC and RIDER hereby acknowledge, KFTHC and RIDER agree as follows.

1. Permission to RIDE. RIDER may RIDE certain of the HORSES on the terms set forth within.
2. Intent. This AGREEMENT shall be legally binding on the RIDER, his or her heirs, assigns, and estate, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the Commonwealth of Kentucky. If any cause, claim or word is in conflict with state law, then that single part is null and void, but the remaining words of clauses shall remain in full force and effect.
3. Acknowledgement and Assumption of Risks. RIDER acknowledges that he or she understands that there are numerous obvious and non-obvious inherent risks always present in RIDING, despite all safety precautions, and that related injuries can be severe or even fatal, sometimes requiring hospital stays and resulting in lasting residual effects. These risks and these injuries can be greater than in other outdoor or sporting activities. RIDER hereby acknowledges that he or she knowingly and voluntarily assumes those risks and that RIDER shall be responsible for his or her own safety and that of an unborn child if the RIDER is pregnant. KFTHC advises pregnant women not to ride HORSES, unless given specific permission by the woman's physician. KFTHC also advises RIDERS not to ride alone.

4. Natural and Man-Made Conditions. RIDER acknowledges that KFTHC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a HORSE, cause it to fall, or re act in some other unsafe way. Those events include, but are not limited to, thunder, lightning, rain, wind, water, wild or domestic animals, other horses of HORSES, insects, reptiles, which may walk run or fly near, or bite or sting a person or HORSE; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. RIDER also acknowledges that KFTHC is NOT responsible for the man-made conditions which can scare a HORSE, cause it to fall, or react in some other unsafe way. Those events include, but are not limited to the passing of vehicles or equipment, blowing trash, and slippery, uneven or unsafe road surfaces.
5. **Liability release:** In consideration of KFTHC allowing RIDER to engage in RIDING of the HORSES, under the terms set forth herein, the RIDER, for his or herself on behalf of his or her heirs, administrators, personal representatives or assigns, does agree to hold harmless, release and discharge KFTHC and its ASSOCIATES, from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, which may arise from or relate in any way to the RIDER's RIDING of the HORSES, regardless of whether or not that claim or demand, cause of action or legal liability is due to KFTHC's and or its ASSOCIATES' ordinary negligence; and rider further agrees that except in the event of KFTHC's gross negligence and willful and wanton misconduct, RIDER shall not bring any claims, demands, legal actions and causes of action against KFTHC or its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by RIDER in relation to the premises and operations of KFTHC, including while RIDING, handling, or otherwise being near HORSES owned by or in the care, custody and control of KFTHC, whether on or off the premises of KFTHC.
6. **Indemnification.** RIDER takes full responsibility for any harm to person or property (regardless of whether that property is owned by RIDER, KFTHC, any of its ASSOCIATES or any other person or entity) which may result from RIDER's use of HORSES. RIDER hereby agrees to indemnify and hold harmless KFTHC and its ASSOCIATES from and against any liability, claim or expense (including reasonable attorney's fees) which may be asserted against KFTHC in litigation, or which may be demanded or KFTHC in any context than litigation, which arises out of or in any way concerns RIDER'S RIDING of any of the HORSES.
7. KFTHC may be classified for certain purposes under the Kentucky Farm Animal Activity Act, as a farm animal activity sponsor or professional, and therefore may be required in this AGREEMENT to call the RIDER's attention to the following notice and warning:

**WARNING: UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY FROM PARTICIPATING IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.**

8. Selection of a particular HORSE. KFTHC refuses to select, and disclaims any responsibility for selecting HORSE which is suitable for the RIDER's ability and skill level. However, KFTHC reserves the right to prohibit certain HORSES from being ridden by RIDER or any individual at certain times or at all times. If the RIDER is unsure of the temperament and habits of any of the HORSES, or is unsure whether he or she is competent to RIDE a particular HORSE, RIDER agrees that he or she will discuss the choice of HORSES with KFTHC staff, but RIDER hereby agrees and acknowledges that the choice of which of the HORSES he or she will ride is made solely by the RIDER and not by KFTHC. While KFTHC attempts to accept only those HORSES into its program which have a gentle temperament, RIDER hereby acknowledges that regardless of temperament, all HORSES are capable of, and should be expected to, react and behave in ways which are unpredictable and which can cause injury or death.
9. Additional rules: KFTHC requires all RIDERS to be familiar with and obey its rules for RIDING, a copy of which rules are attached to the AGREEMENT and incorporated herein by this reference. Additionally, RIDER agrees that, prior to RIDING, RIDER will check the message boards posted in the KFTHC barn to read any additional rules, warnings or restrictions which may be in place that day and RIDER agrees to abide by all such additional rules, warnings or restrictions.
10. Tack: RIDER may use his or her own tack (IF APPROVED BY KFTHC STAFF) or may use KFTHC's tack. In the event RIDER elects to use KFTHC's tack, RIDER is solely responsible for the inspection of tack to ensure that it is safe and in good repair. RIDER acknowledges that saddle girths and cinch straps may loosen during a RIDE. If a RIDER notices this he or she must immediately dismount and tighten the girth strap so as to avoid a potential fall from the HORSE.
11. Accidental/Medical Insurance Information and Authorization: Should emergency medical treatment be required, RIDER or his or her accident/ medical insurance company **shall pay** for **ALL** such incurred expenses.

RIDER's accident/medical insurance company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

RIDER hereby authorizes KFTHC to obtain such emergency care in the event that KFTHC may be called upon to do so.

ALL RIDERS must sign below after reading this ENTIRE DOCUMENT.

### SIGNER STATEMENT OF AWARENESS

I, the undersigned, have read and do understand the foregoing AGREEMENT, including all warnings, releases, indemnifications and assumptions of risk, and agree to its terms and conditions.

\_\_\_\_\_  
Signature of RIDER, or parent/guardian if RIDER is under 18 years of age

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

\_\_\_\_\_  
Signature of KFTHC Staff

\_\_\_\_\_  
Date

### Volunteer Training Checklist

Part 1- Classroom or Online Date: \_\_\_\_\_

- Facility Rules and Policies/Safety Guidelines- 3 Policies? 3 Guidelines?
- Roles in the arena

Part 2- Hands-On Date: \_\_\_\_\_ Trainer: \_\_\_\_\_

- Tour of Facility
- How to Halter- Demonstrate correct installation, correct placement, and fit.
- How to Groom- Curry, Body, and Face Brush and Hoof Pick- Demonstrate
- How to Lead a Horse- Safety Considerations?
- Emergency Dismount- Demonstrate
- What to do/Where to go for Emergencies? In Case of Tornado, Fire, and Severe Weather

### **Volunteer Orientation Verification of Understanding**

**Please initial beside each statement number.**

This attests that you have been trained in, understand, and will practice or abide by this procedure, policy or statement.

	1. I know the appropriate clothing and footwear options for working in the arena at KFTHC.
	2. I know and understand KFTHC's policy on cell phone usage in the arena.
	3. I understand KFTHC's "Dismissal Policy".
	4. I understand KFTHC's "Inappropriate Language and Behavior Policy".
	5. I understand and will practice KFTHC's Safety Guidelines around horses.
	6. I understand and will practice "Universal Precautions" when in an emergency situation.
	7. I understand KFTHC's Fire Evacuation Plan, what my role is and where Rally Points are, in the event of a fire emergency.
	8. I understand KFTHC's Tornado Evacuation Plan, what my role is and where the Tornado Safe Room is located, in the event of a tornado emergency.
	9. I understand what to do in the event of hearing thunder when riding out of doors.
	10. I understand KFTHC's cancellation policy regarding high Heat Index.
	11. I understand what to do if a horse gets overheated.
	12. I understand what a possible Horse Emergency might be and what to do in that situation.
	13. I understand the role and responsibilities of the Leader In a Therapeutic Riding Lesson.
	14. I understand the role and responsibilities of the Side Walkers in a Therapeutic Riding Lesson.
	15. I understand the role and responsibilities of the Instructor in a Therapeutic Riding Lesson.
	16. I understand and will practice "Person-First Language" when at KFTHC.
	17. I understand the concept of "Love, Language and Leadership" when working with horses.
	18. I understand how therapeutic riding can provide benefits to individuals with disabilities.
	19. I understand and will follow KFTHC's Policy on Confidentiality.
	20. I will interact with all individuals (human and equine) at KFTHC with respect and patience.

I have been trained and understand all of the above.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of parent/guardian if volunteer is under 18 years of age.

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