

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
FOR CONSUMERS**

BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILDREN ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF YAYA PROPERTIES, LLC, KACHINA'S PLACE, INC., AND BOTH ENTITIES' OWNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "THE RELEASEES"). READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS.

My First and Last Name: _____

My Address: _____

My Children's Names: _____

In consideration for allowing me (and my minor children, if any) to handle and ride a horse, receive equine therapy, or otherwise be involved with equine activities of Kachina's Place, Inc., upon real property owned by YAYA Properties, LLC, I, on behalf of myself, my children, and our personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY:

1. Acknowledge and accept any and all risks that a horse's behavior may be unpredictable or irrational, regardless of its training and past performance, and that a horse may, among other things, without warning or apparent cause, kick, buck, stumble, fall, rear up, bite, run, make unpredictable movements, be spooked, jump obstacles, step on a person's foot, push or shove a person, or seek to shed or break loose from saddles, bridles or trainers -- all of which may cause serious injury or death to a rider or others in the vicinity of horses.

2. ACKNOWLEDGE THAT EQUINE THERAPY AND HORSEBACK RIDING ARE INHERENTLY DANGEROUS ACTIVITIES AND EACH INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH.

3. ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND AM WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELFARE AND THAT OF MY CHILDREN.

3. Voluntarily assume the risks of injury or death to me and my children inherent in equine therapy and the use of a horse and any equipment or gear provided to me by Kachina's Place, Inc.

4. **RELEASE AND DISCHARGE** a) YAYA Properties, LLC, and its owners, officers, employees and agents and b) Kachina's Place, Inc., its owners, officers, employees and agents (collectively, the "Releasees"), from and **PROMISE NOT TO SUE** Releasees for any injury (including death), loss, liability, damage or cost whatsoever arising out of or related to any equine therapy or horse riding activity, unless Releasees were grossly negligent or committed willful, wanton or intentional acts or omissions.

5. Release the Releasees from any claim that any Releasee was negligent in connection with equine therapy or horse riding, including, but not limited to, training or selecting horses, the maintenance, care, fit or adjustment of saddles or bridles, instructions given riders, riding skills, leading or supervising riders, or the condition of the land or other surface upon which these activities take place, unless Releasees were grossly negligent or committed willful, wanton or intentional acts or omissions.

6. **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees from and against any injury (including death), loss, liability, damage or cost whatsoever any Releasee may incur arising out of or related to any equine therapy or horse riding activity involving myself or my children.

7. Agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona Law (**RIDE AT YOUR OWN RISK**), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees in contravention of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such an action.

9. Acknowledge that this document is a release within the meaning of A.R.S. §12-553.

10. Represent that I am not now pregnant, none of my children are pregnant, and neither I nor my children have a history of epileptic seizures, heart condition or any other medical problem that could be adversely affected by horseback riding. I certify that my children and I are physically fit, have sufficiently prepared or trained for participation in equine training and activities, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my or my children's participation in equine training and activities.

11. ACKNOWLEDGE THAT RELEASEES HAVE RECOMMENDED THAT MY CHILDREN AND I WEAR PROTECTIVE HELMETS AND HAVE OFFERED HELMETS FOR MY OWN AND MY CHILDREN'S USE AND SAFETY.

We (for myself and my children) decline to wear a helmet (please initial here if you decline): _____

If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read and sign this Agreement on the behalf of the minor.

I have read this entire Release And Waiver of Liability, Assumption of Risk, And Indemnity Agreement. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE YAYA PROPERTIES, LLC, KACHINA'S PLACE, INC., AND OWNERS, EMPLOYEES AND AGENTS OF BOTH ENTITIES FROM ANY AND ALL CLAIMS. I have made a free and deliberate choice to sign this Agreement as a condition to Releasees' providing equine therapy to me or my children. I have concluded that the benefits involved outweigh the risks involved.

Date: _____

Your Signature

Your Capacity (check all that apply):
Parent
Guardian
Myself

**GENERAL RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
FOR CONSUMERS**

BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILDREN ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE, FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF YAYA PROPERTIES, LLC, KACHINA'S PLACE, INC., AND BOTH ENTITIES' OWNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "THE RELEASEES"). READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS.

My First and Last Name: _____

My Address: _____

My Children's Names: _____

In consideration for allowing me (and my minor children, if any) to attend equine therapy activities or otherwise be present at equine activities of Kachina's Place, Inc., upon real property owned by YAYA Properties, LLC, I, on behalf of myself, my children, and our personal representatives, heirs, next-of-kin, spouses, assigns, and successors HEREBY:

1. Acknowledge and accept any and all risks of injury or death to my children and me from activities in or around the water feature/splash pad, including the risks of slipping on wet surfaces, falling, hitting parts of our bodies on the pavement or other persons, the conduct of third parties in or around the water feature, other persons striking us, being startled by water spurts, ingesting water, choking on ingested water, exposure to water-borne diseases and pathogens, and drowning, all of which may cause serious injury or death.
2. Agree that my children are not permitted to climb upon or ascend any fencing, agree to supervise my children at all times to prevent such activity, and acknowledge and accept any and all risks of injury or death to my children and me from climbing upon or ascending fencing, including the risks of falling, hitting parts of our bodies on the pavement, the conduct of third parties in or around fences, and other persons striking us while engaged in climbing upon or ascending fencing, all of which may cause serious injury or death.
3. Agree to supervise my children at all times around fire pits, plants and otherwise while upon the property to prevent injury to my children.
4. ACKNOWLEDGE THAT ACTIVITIES IN OR AROUND THE WATER FEATURE/SPLASH PAD AND CLIMBING UPON OR ASCENDING FENCING ARE INHERENTLY DANGEROUS ACTIVITIES AND EACH INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH.
5. ACKNOWLEDGE THAT I AM AWARE OF THE INHERENT RISKS ASSOCIATED WITH THESE ACTIVITIES AND AM WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND WELFARE AND THAT OF MY CHILDREN.
6. Voluntarily assume the risks of injury or death to me and my children inherent in each of the activities listed above.

7. **RELEASE AND DISCHARGE** a) YAYA Properties, LLC, and its owners, officers, employees and agents and b) Kachina's Place, Inc., its owners, officers, employees and agents (collectively, the "Releasees"), from and **PROMISE NOT TO SUE** Releasees for any injury (including death), loss, liability, damage or cost

whatsoever arising out of or related to any of the activities listed herein, unless Releasees were grossly negligent or committed willful, wanton or intentional acts or omissions.

8. **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees from and against any injury (including death), loss, liability, damage or cost whatsoever any Releasee may incur arising out of or related to any of the activities listed herein involving myself or my children.

9. Agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of Arizona and is intended to be as broad and inclusive as is permitted by Arizona Law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees in contravention of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such an action.

I have read this entire Release And Waiver of Liability, Assumption of Risk, And Indemnity Agreement. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE YAYA PROPERTIES, LLC, KACHINA'S PLACE, INC., AND OWNERS, EMPLOYEES AND AGENTS OF BOTH ENTITIES FROM ANY AND ALL CLAIMS. I have made a free and deliberate choice to sign this Agreement as a condition to Releasees' permitting my children and me to attend or otherwise be present at equine therapy activities. I have concluded that the benefits involved outweigh the risks involved.

Date: _____

Your Signature

Your Capacity (check all that apply):
Parent
Guardian
Myself



Name: _____ Today's Date: _____

Address: _____

Date of Birth: _____ Age: _____ Circle One: Minor Adult w/ guardian Independent Adult

Phone Number: _____ home / work / cell Height: _____

Secondary Phone Number: _____ home / work / cell Weight: _____

Email Address: _____

Ethnicity: American Indian Asian Hispanic/Latino African American White

Other: _____

For minors or adults with legal guardians:

Parent/Guardian Name: _____ Phone Number: _____

Email Address: _____ Secondary Number: _____

Parent/Guardian Name: _____ Phone Number: _____

Email Address: _____ Secondary Number: _____

Additional phone numbers who may transport or be responsible for participant:

Name: _____ Today's Date: _____

Emergency Contacts

In the event of a medical emergency, Kachina's Place will provide basic first aid and/or call 911 and will disclose all available health care information to emergency medical personnel.

Emergency Contact Name: _____ Phone Number: _____

Emergency Contact Name: _____ Phone Number: _____

Please note any LIFE THREATENING allergies (bees, asthma, medications, etc):

Health Insurance:

Company Name: _____ Policy Holder: _____

Group Number: _____ Policy Number: _____

Allergies: _____ Last Tetanus Shot Date: _____

Current Medications & Dosages: _____

Consent/Non-consent:

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, I authorize Kachina's Place 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. The provision will only be invoked if the person(s) above is unable to be reached.

I AGREE and Consent to Plan

I DO NOT AGREE; Please Follow my 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. Parent or legal guardian will remain on site at all times during equine assisted activities

NON CONSENT PLAN -

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____
(if under age 18)

Releases

Photo Release:

I consent to authorize the use and reproduction by Kachina's Place Inc. of any and all photographs and any other audio/visual materials taken of me or my children for promotional material, educational activities, exhibitions, etc. for the benefit of the program.

I DO

I DO NOT

Signature: _____ Date: _____

Sunscreen:

Over-the-counter ointments and creams, such as sunscreen that are used for preventative purposes do not require a written authorization from a primary care provider. However, parent/guardian permission is required, and all label instructions must be followed. Participants of Kachina's Place are responsible for applying protective sunscreen and following instructions on the bottle.

Signature: _____ Date: _____

Participation:

As a participant at Kachina's Place, Inc., I acknowledge the risk of a horseback-riding program. However, I feel that the possible benefits to me and the clients I work with are greater than the risk I assume. I hereby intend to be legally bound, for myself, my heirs and assigns, executors or administrators, to waive and release forever all claims for damage against KP Properties, LLC, Kachina's Place, Inc., its Board of Directors, instructors, therapists, volunteers, and/or employees for any and all injuries and or losses I may sustain while participating in Kachina's Place, Inc. programs and activities.

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____
(if under age 18)

Confidentiality:

At Kachina's Place, we place great importance on protecting the confidential information of our clients, our staff and our volunteers. "Confidential Information" includes, but is not limited to, personally identifiable information, such as surnames, telephone numbers, addresses, e-mail addresses, etc., as well as the non-public business records of Kachina's Place. In particular, medical information about clients, and information about their disabilities or special needs, must be protected as Confidential Information. Volunteers shall never disclose Confidential Information to anyone other than Kachina's Place staff. Volunteers must seek staff permission before taking any pictures or videos. I have read and understand the Kachina's Place Confidentiality Policy and agree to abide by the same.

Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____
(if under age 18)



Participation Application

General Information:

Name: _____ Todays Date: _____

Parent/Guardian: _____ Primary Phone: _____

DOB: _____ Age: _____ Height: _____ Weight: _____ Gender: M F

Please note Kachina's Place has a weight limit of 200 lbs. for mounted lessons. Height & weight are important to ensure appropriate horse availability. Ground lessons will be offered for those who exceed the limit.

Diagnosis: _____ Date of Onset: _____

Past/Prospective Surgeries: _____

Medications: _____

Allergies: _____

Seizure Type: _____ Controlled: Yes No Date of Last Seizure: _____

In the last 12 months, has the participant:

Experienced loss of consciousness, including seizures? Yes No

Experienced a psychotic crisis? Yes No

Been hospitalized for serious injury, condition, or surgery? Yes No

Had a restriction of activities due to medical reason? Yes No

Does the participant need assistance to maintain an upright sitting position or to control his/her head?
Yes No

For those with Down Syndrome:

Atlantoaxial Instability Date: _____ Result: Positive Negative

Name: _____ Todays Date: _____

Medical History & Physician's Statement

Diagnosis: _____ Date of Onset: _____

Please indicate current or past special needs in the following areas:

	Y	N	Comments
Vision			
Hearing			
Communication/ Speech			
Sensation			
Immune Deficiency			
Circulation			
Digestion			
Cognitive Development			
Fatigue/Limited Endurance			
Muscular			
Orthopedic (spine/joints)			
Emotional / Psychological			
Behavior			
Pain			
Other			

Does the participant have or use:

Asthma:	Yes	No	Walker:	Yes	No
EpiPen:	Yes	No	Crutches:	Yes	No
Inhaler:	Yes	No	Wheelchair:	Yes	No

I hereby affirm that, to the best of my knowledge the health history information is complete and correct.

Name of person completing this form: _____ Date: _____

Signature _____ Relationship to Participant: _____

Kachina's Place reserves the right to request additional information and/or an evaluation by the participant's licensed medical professional prior to or during the course of equine-assisted programming and/or to restrict or offer alternative activities until such information or evaluation is procured.

Physician's Release

Dear Physician:

Your patient would like to participate in one of our Equine Assisted Activities and Learning programs at Kachina's Place (Program may include riding). These activities are supervised by riding and/or groundwork instructors who are certified by the Professional Association for Therapeutic Horsemanship International (PATH Intl.) and assisted by trained volunteers. Because safety is of the utmost importance, we request your evaluation of this person's appropriateness for groundwork and/or horseback riding at Kachina's Place.

The following are some of the precautions/contraindications that we take into account when considering riders for our programs. We welcome your comments, questions and concerns. All of our participants must have an original signed and dated Physician's Release on file with Kachina's Place in order to participate.

Orthopedic

Atlantoaxial instability
Coxa Arthrosis
Cranial Deficits
Scoliosis
Heterotopic Ossification
Myositis Ossificans
Joint subluxation/dislocation
Osteoporosis
Pathologic fractures
Spinal fusion/fixation
Spinal instability/ abnormalities

Neurologic

Hydrocephalus/shunt
Seizure Disorders
Spina bifida
Hydromyelia

Medical/Psychological

Allergies
Animal abuse
Poor Endurance
Blood pressure control
Dangerous to self or others
Exacerbation of medical conditions
Fire setting
Heart conditions
Hemophilia
Medical instability
Migraines
PVD
Hypertension
Recent surgeries
Substance abuse
Thought control disorders
Weight control disorders

Name: _____ Todays Date: _____

Medical History & Physician's Statement

DOB: _____ Age: _____ Height: _____ Weight: _____

Parent/Guardian: _____ Phone Number _____

Please indicate current or past special needs in the following areas:

Medical	Yes	No	Comments
Appearance/Affect			
Eyes/Ears/Nose/Throat			
Lymph Nodes			
Pulses			
Heart			
Lungs			
Abdomen			
Skin			
Neurologic			
Musculoskeletal			
Neck			
Back			
Upper Extremities			
Lower Extremities			

For Persons with Down Syndrome	
Does this patient have symptoms consistent with atlantoaxial instability?	
Yes	No
Date of Exam: _____	

Physicians Release:

I have examined the above-named participant and given the participants diagnosis and health history, this person does not present apparent clinical contraindications for equine sports. I understand that Kachina's Place will weight the medical information provided against the existing precaution and contraindications; therefore, I refer this person to Kachina's Place for ongoing evaluation to determine eligibility for participation.

Physican's Signature: _____ Date: _____

Physician's Name (please print): _____ Phone Number: _____

Address/City/Zip: _____

Name: _____ Todays Date: _____

Student Goal Checklist

Please share important life goals. We will use this information to structure lesson plans and activities.
Please select up to **FIVE** major goals that are important to you and/or your child across these categories.
Please priorities items with #1 being the most important goal.

Physical Goals

- Balance
- Posture
- General coordination
- Head control
- Trunk control
- Strength
- Gross motor skills
- Fine motor skills
- Decrease tactile defensiveness
- Improved muscle tone

Social & Recreational Goals

- Cooperation
- Participation
- Sportsmanship
- Enjoyment
- Confidence
- Self Esteem
- Communication
- Attention
- Responsibility
- Social skills
- Independence

Cognitive/Educational Goals

- Color identification
- Shape recognition
- Letter recognition
- Word recognition
- Verbalization
- Vocabulary expansion
- Sequencing
- Spatial awareness
- Reading skills
- Math skills

Goals:

1. _____
2. _____
3. _____
4. _____
5. _____

Please share any additional goals or concerns:

If necessary, what methods of behavior modification, communication, etc. would you prefer the instructor use when with the participant?

Completed by: _____

Date: _____