

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

## Volunteer Form

Please Circle All Areas of Interest

Leading horses

Art Projects

Budget/Finance

Side-walking

Day Camp

Outreach

Horse Care (Grooming)

Photography/Video

Grant Writing

Barn Help (Raking, sweeping)

Marketing/Advertising

Event Coordination

Facility Repair

Fundraising

Please share your experience with:

Horses: \_\_\_\_\_

Individuals with Special Needs: \_\_\_\_\_

Schedule of Availability: Please indicate days and times

### Health Information

Demands of working in an equine-assisted program include physical and emotional considerations. Please list any emotional or physical limitations (ex: fitness, cardiac, respiratory, bone/joint function, lifestyle changes) which may affect your ability to work with horses or clients in a ranch environment. This is not to exclude anyone but allows us to accommodate needs, if possible.

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

## Volunteer Form

Most Recent Employment/School: \_\_\_\_\_ Grade/Degree: \_\_\_\_\_

Current Occupation: \_\_\_\_\_

Areas of Expertise: \_\_\_\_\_

Hobbies/Interests: \_\_\_\_\_

Reasons for Volunteering:    Personal Fulfillment                      Community Service                      School Requirement

Do you speak a second language?                      YES                      NO                      \_\_\_\_\_

Are you able to be on call?                      YES                      NO

How long will it take you to get to KP? \_\_\_\_\_

Are you able to walk or stand for 45 minutes:                      YES                      NO

Are you able to carry/support up to 50 pounds?                      YES                      NO

Are you CPR certified:                      YES                      NO                      If yes, expiration date: \_\_\_\_\_

Are you able to have a consistent schedule?                      YES                      NO

## Background Check

Have you ever been charged with or convicted of a crime:      YES              NO  
If yes, please explain

---

---

Current Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

### **Authorization for background check:**

I, \_\_\_\_\_ authorize Kachina's Place to receive information from any law enforcement agency, including police departments and sheriff's departments of this state or any other state or federal government agency, to the extent permitted by state and federal law, pertaining to any convictions I may have had for violations of state or federal criminal laws, including, but not limited to, conviction from crimes committed upon children or animals.

I understand that such access is for the purpose of considering my application as a volunteer, and that I expressly DO NOT authorize Kachina's Place, its directors, officers, employees, or other volunteers to disseminate this information in any way to any other individual, group, agency, organization, or cooperation.

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

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



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)