

# Volunteer Application for Shining Stars Therapeutic Riding Ministry

# 2020

Please print clearly, answer all questions and sign/date application where indicated

## Shining Stars Therapeutic Ministries

3185 York Road • Gettysburg, PA 17325

717-451-9509 or Brandy Crago (717) 398-8327 brandycrago@gmail.com

Date of Application:

\_\_\_\_\_

I give permission to be added to the Quarterly Newsletter

YES  NO

Do you currently have PA Child Abuse Clearances?

YES  NO

FOR OFFICE USE ONLY:

Date Application Received:

\_\_\_\_\_

If yes, date and position applied for: \_\_\_\_\_

Name \_\_\_\_\_ Volunteer's Height \_\_\_\_\_

Address \_\_\_\_\_ Date of Birth \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Home / Cell Phone: \_\_\_\_\_ Email \_\_\_\_\_

Are you a United States Citizen?  YES  NO

Do you have a disability or medical condition that might limit your job performance?  NO  YES - please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### In the Event of an Emergency:

Contact Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone: \_\_\_\_\_

### In case emergency medical aid/treatment is required due to illness or injury during the process of activities or while on the property, I authorize Shining Stars Therapeutic Ministry 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 emergency treatment.

**Consent Plan:** This authorization includes, but is not limited to, x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life-saving."

\_\_\_\_\_  
Signature of Volunteer (if over 18 years) or Parent/Guardian

Date \_\_\_\_\_

### Non-Consent Plan:

I DO NOT give consent for emergency medical aid/treatment in the case of illness or injury during Shining Stars Therapeutic Riding Ministry activities or while being on the property. In the event emergency aid/treatment is required, I wish the following procedures to take place:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Volunteer (if over 18 years) or Parent/Guardian

Date \_\_\_\_\_

**References:** List the Name, Address & Phone of three references who are not related to you:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Child Abuse Statement:** Have you ever been convicted of child molestation?  NO  YES *If yes, please explain:*

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**Felony History Statement:** Have you been convicted of a felony and/or released from prison within the last 7 years?

NO  YES *If yes, please describe in full, including date(s):*

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**Summarize special skills and qualifications acquired from employment and/or other social organizations:**

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**Release/Agreement:**

I certify that answers and information given herein are true and complete to the best of my knowledge.

I authorize any references listed in this application to give you any information (including opinions) that they may have regarding my character and fitness for volunteer work in Shining Stars Therapeutic Riding Program, Inc. I release all such references from any liability for furnishing such evaluations to you, provided they do so in good faith and without malice. I waive any right that I may have to inspect references provided on my behalf.

Should my application be accepted, I agree to be bound by the policies and to refrain from unscriptural conduct in the performance of my services on behalf of Shining Stars Therapeutic Riding Program, Inc.

\_\_\_\_\_  
Signature of Volunteer (if over 18 years) or Parent/Guardian

Date \_\_\_\_\_

## **EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS**

**THIS** Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (hereinafter referred to as "Agreement") is hereby given by the undersigned to **Shining Stars Therapeutic Riding Program Inc.** (hereinafter referred to as "Sponsor") and to each officer, agent, employee, director, member, heir, personal representative, successor and assign of the Sponsor, and provides as follows:

In consideration for the opportunities provided by the Sponsor to the undersigned (including any minor in whose behalf the undersigned signs this Agreement) (hereinafter referred to as the "Participant") for the enjoyment of equine activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

1. This Agreement is given in part under the Equine Activity Liability Act, 4 P.S. §601, et. seq., as it may now provide or be hereafter amended, (hereinafter referred to as the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference: This Agreement shall be so construed as to provide to the Sponsor the fullest protection of the release, waiver of right to sue and assumption of all risks that is afforded by the Act, by other applicable statutes and by general law.

2. The Participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death of personal injury of the participant or damage to the participant's property (the "Risks"). These risks include, but are not limited to: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reactions to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the equine or not acting within the Participant's ability; (vi) the propensity of an equine to behave in

dangerous ways or to trip and/or fall; (vii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptile, birds or insects, and the effects of such reactions; (viii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent; (ix) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity; (xii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (xiii) the dangers of being struck by an equine, or by rider; (xiv) any negligent act or omission by the Sponsor or any owner which causes or results in the death or personal injury of the Participant or damage to the Participant's property; and (xv) all other risks associated horseback riding [handling horses], and related activities.

3. The Participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the Sponsor for injury, loss, damage or death which is in any way resulting from the intrinsic dangers of equine activities and/or associated with the Risks enumerated in Paragraph 2 above; Participant does hereby WAIVE his or her right to sue or to bring any action against the Sponsor in connection therewith; Participant agrees to INDEMNIFY and DEFEND the Sponsor from and to HOLD the Sponsor HARMLESS against any such Suit or action, including reimbursement of legal fees associated with the defense of any claim; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of injury, loss, damage or death which are in any way resulting from the intrinsic dangers of equine activities and/or associated with the Risks enumerated in Paragraph 2 above, including omission that constitutes negligence for the safety of the Participant by the Sponsor, any owner or any other person.

4. The Participant hereby authorizes and consents to any emergency medical care which may, at the time, appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

5. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the Sponsor.

6. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

7. If this Agreement is executed by the undersigned for and on behalf of a minor Participant named below, the undersigned hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his own behalf.

8. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant and the undersigned,

**I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL, ANY OWNER OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.**

Participant Print Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

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

**FOR MINORS UNDER 18 YEARS OF AGE:**

Print Name of Minor Participant: \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

## Photograph, Testimonial and Interview Release

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby grant to Shining Stars Therapeutic Riding Program inc. (hereinafter referred to as SSTR), its legal representatives, successors and assigns, and those acting with their authority and permission (collectively, "SSTR") the right and permission to use, re-use, publish, re-publish, and copyright (in SSTR's own name and otherwise) testimonials (written by me or attributed to me), interviews (written by me or attributed to me), and photographic portraits, pictures, images and/or likenesses of me or in which I may be included (in whole or in part, or composite, or distorted in character or form, without restriction as to changes or alterations), in conjunction with my own or a fictitious name, made through any medium, and in any and all media now or hereafter known throughout the world in perpetuity. All rights, licenses and privileges herein granted to SSTR are irrevocable and not subject to rescission, restraint or injunction under any circumstances. I hereby waive any right that I may have to inspect or approve the finished product, or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge and agree to save harmless SSTR from and against any claims, damages or liability arising from or related to the use of any of the aforementioned material, including but not limited to any liability by virtue of any editing, blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking, recording, editing, processing, publishing or distribution of said testimonials, interviews, pictures, portraits, images and/or likenesses including, without limitation, any claims for defamation, invasion of privacy, right of publicity or violation of any other right.

I hereby acknowledge that the compensation provided does not include any monetary compensation or tangible goods or services and that none are due to me for granting this release.

I hereby warrant that I am of full age and have the right to contract in my own name. I have read this Release prior to its execution, and I am fully familiar with the contents thereof. This Release shall be binding upon me and my heirs, legal representatives, and assigns.

If signing as parent or guardian, I hereby warrant and represent I am the parent or legal guardian of the named minor and have authority to and do hereby consent to this Release on his/her behalf and will be responsible for any damages incurred by SSTR resulting from the minor's breach or renunciation of this Release.

Name (print): \_\_\_\_\_

Signature of parent or guardian (for minors under 18 years of age):

\_\_\_\_\_

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

\_\_\_\_\_