



DAY CAMP Package

HORSE SAFETY CONTRACT

Hochoka's program emphasize creativity and responsiveness in relating to horses. The only parameters we stress involve safety. If it is deemed that you are not able to contribute to your own safety, and thus contribute to the safety of the group in group settings, you may be asked to seek support outside of the workshop / session before being invited to continue.

The following guidelines will make the experience more enjoyable for everyone involved, including the horses.

Only touch horses you have been introduced to.

When leading the horse, never wrap the lead line around your hand. Do not lay the line over your neck or shoulder.

Avoid standing directly in front of or directly behind the horse. When walking behind the horse to get to the other side, put your hand on the horse's hindquarters and move around him with your body close to his body. This allows the horse to know where you are and keeps you from stepping into kicking range (about two feet out from the horse's body).

Children who cannot comfortably reach the horse's hindquarters are not tall enough to walk safely behind the horse in this manner and should always ask for assistance in walking around the horse. When two people are working with the same horse, they should stand on the same side of the horse.

Do not hit the horse. Physical violence only escalates the horse's impulse to run or fight.

Stop what you are doing and move away from the horse or return to the neutral leading position when the instructor calls a "Time Out". Wait quietly for further instruction.

If a horse begins to panic, give him some space. Do not try to restrain him. If the panic escalates, LET THE HORSE GO! Call "Time Out" or "Loose Horse".

As prey animals, horses are very sensitive to the feelings of their herd members as well as the human beings who interact with them. Feelings are a primary source of information to this species. Pay attention to your feelings and how these feelings are changing. If you get frustrated, fearful, or angry, call your own "Time Out" and reassess the situation. Do not hesitate to ask for help.

It is not uncommon for human handlers to pick up feelings that actually belong to the horses. If you have distressing feelings that you cannot name or have no logical reason for, call your own "Time Out" and consult an instructor. Many instances of horse panic can be avoided by listening to and analyzing these feelings before they evolve into extreme behaviors.

Remember to breathe. Horses give and receive information through the quality and frequency of their breathing. Holding your breath or producing quick shallow breaths convey feelings of stress and fear to the horses and can cause them to become stressed or fearful.

I have read the safety guidelines above and will listen to the accompanying demonstration. I agree to follow these guidelines to the best of my ability and ask for help when I am having difficulty with any of the Hochoka Retreat Center activities. I agree to be responsible for my own safety and thus contribute to the safety of the group.

Name: _____ Date: _____

Signature: _____

EQUINE ACTIVITIES RELEASE

Each of the undersigned recognizes and assumes the unavoidable risks inherent in all equine activities, that is activities concerning or relating to the horse (a mammalian placental of the genus and species *Equus caballus*, family Equidae), including bodily injury and mental and emotional injury resulting from or relating thereto, to the horse, rider, and spectator. By engaging in equine activities, or allowing family members or guests to engage in equine activities, the undersigned assume responsibility for any occurrences affecting any such persons that may arise out of engagement in equine activities and hereby forever release the equine activity sponsors or professionals named in the following paragraph. In addition, to induce such sponsors and professionals to allow the use and enjoyment of equine or equine activities, I hereby represent that there exists medical insurance for the "Rider" described below.

In consideration, therefore, for the privilege for me or other persons related to me of riding and/or hanging around horses at Hochoka Retreat Center and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, each of the undersigned hereby covenants and agrees, Hochoka, their respective partners, directors, shareholders, officers, employees, independent contractors, lessors, agents, attorneys, successors, and assigns (collectively, the "Benefited Persons"), as follows:

I do hereby release the Benefited Persons from any and all liability or responsibility for accident, damage, injury, or illness to me, my horse(s), any member of my family or his personal representative, or any of my guests arising out of any occurrence on or around the premises of the Stables. I hereby covenant not to sue any of the Benefited Persons and knowingly and voluntarily relinquish any claims, for myself and anyone claiming through me, hereafter existing which I, my personal representative, insurers, assignees, or subrogees may have against them, including claims arising out of the negligence of the Benefited Persons. In the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

I acknowledge receipt of the following warning given by or on behalf of the Benefited Persons: "UNDER NORTH CAROLINA 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 EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES."

I, as Rider, Parent, Legal Guardian, or Spouse, as applicable, have read the foregoing and hereunto set my name under seal and by so doing intend the same.

Rider

Name: _____

Address: _____

Telephone: _____

(Custodial) Parent or Legal Guardian (if minor Rider)

Name: _____

Address: _____

Telephone: _____

Spouse (if married Rider)

Name: _____

Address: _____

Telephone: _____

**CONSENT TO PHOTOGRAPH, TAKE MOTION PICTURES,
VIDEO TAPE, SOUND RECORD AND/OR TELEVISION**

Parent/Guardian/Client

I hereby give Hochoka and or Kimberly Clarke the right to photograph, televise, film, video tape and/or sound record the acts, appearances and utterances of _____ (Client Name) and to use any descriptive words or names, including the name of _____ (Client Name) in connection therewith and without limit as to time, to produce and reproduce the same or any part thereof by any method and to use said photographs, films, video tapes and/or sound recordings for any purpose which Hochoka Retreat Center and Kimberly Clarke deems proper in the interest of newspapers, television media, brochures, pamphlets, instructional material, books and clinical material, medical education, knowledge and/or research. All such photographs, films and/or sound recordings shall be the exclusive property of Hochoka Retreat Center and Kimberly Clarke and I hereby relinquish all right, title and interest therein.

With respect to the foregoing, no inducements or promises have been made to me to secure my signature to this release other than the intention of Hochoka Retreat Center and Kimberly Clarke to use or cause to be used such photographs, films and pictures for the primary purpose of promoting and aiding Hochoka Retreat Center and Kimberly Clarke and its work.

Signature: _____ (Client, Parent or Guardian)

Date: _____

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

Participant's Name: _____ Date of Birth: _____ Age: _____

Address: _____

Physician's Name: _____

Medical Facility: _____

Health Insurance Co.: _____

Policy No.: _____

Allergies to medications?

Current medications:

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

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 of the agency, and the above cannot be reach, I authorize Hochoka and or Kimberly Clarke to:

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

CONSENT PLAN

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed

"life saving" by the physician. This provision will only be invoked if the person above is unable to be reached.

Consent Signature : _____ (Client, Parent or Legal Guardian)

Date: _____

STATUTES OF NORTH CAROLINA
CHAPTER 99E. SPECIAL LIABILITY PROVISIONS.
ARTICLE 1. EQUINE ACTIVITY LIABILITY.
§ 99E 1 Definitions.

As used in this Article, the term:

(1) "Engage in an equine activity" means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term "engage in an equine activity" does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) "Equine" means a horse, pony, mule, donkey, or hinny.

(3) "Equine activity" means any activity involving an equine.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.

(5) "Equine professional" means a person engaged for compensation in any one or more of the following:

a. Instructing a participant.

b. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.

c. Renting equipment or tack to a participant.

d. Examining or administering medical treatment to an equine.

e. Hooftrimming or placing or replacing horseshoes on an equine.

(6) "Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.

b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 99E 2 Liability.

(a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities.

(b) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity

sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:

- (1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.
- (2) Provides the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.
- (3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.

(4) Commits any other act of negligence or omission that proximately caused the injury, damage, or death.

(c) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity under liability provisions as set forth in the products liability laws.

§ 99E 3 Warning required.

(a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.

(b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice:

"WARNING

Under North Carolina 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 exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes."

(c) Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article.

Enacted in 1997.

Reviewed by AAHS in April 2001.