



FREEDOM HORSE INC.

158 FLOCKTOWN RD. LONG VALLEY, NJ 07853

908.852.4201

“And God took a handful of southerly wind, blew his breath upon it, and created the horse”

WITNESS THIS RELEASE dated this _____ day of _____, 20 __, “The Release” by and between

Freedom Horse Inc. ;
Elizabeth Carlson;
Michael Carlson;
Trinity Psychotherapy LLC;
Donna Maglio LCSW;
Goodstone Therapy LLC;
Sara Goodstone, Physical Therapist;
Cindy LaBar, Physical Therapist;
Freedom Horse Inc.’s instructors, therapists, volunteers, agents, employees, representatives and anyone acting on their behalf, Collectively the “Releasees”;

and _____, hereinafter referred to as "User", and, if User is a minor, User's parent or guardian _____, which are referred to herein collectively with the minor as the “User”. For consideration received, and in exchange for the use, today and on all future dates of the property, facilities and services of Freedom Horse Inc., User's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The User acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the User or others, such as failing to maintain control over the animal or not acting within such User’s ability.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims against any or all of the Releasee’s for any injury or loss arising therefrom. User agrees to abide by and follow Freedom Horse Inc.’s, rules and regulations which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of User's abilities has been made to Releasees and anyone responsible for the lesson or session.

User expressly releases Releasees and anyone acting on their behalf from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Releasee’s and anyone acting on their behalf. User agrees that this

agreement shall be interpreted in accordance with the laws of the State of New Jersey and that any dispute arising hereunder shall be submitted to binding arbitration.

WARNING

UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L., CHAPTER 287.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment, equine or livestock pertaining to taking of riding lessons, the use of any arena on the premises of Freedom Horse Inc., and for purposes of taking riding lessons either on the premises or lessons given off the premises by any Releasee.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND FREEDOM HORSE INC., RELEASEES AND THE OWNER AND THE LESSOR OF ANY PROPERTY FREEDOM HORSE INC., MAY LEASE, RENT OR OTHERWISE OCCUPY, AND ANY OF FREEDOM HORSE INC.'S INSTRUCTORS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF FREEDOM HORSE INC. AND THE FACILITIES LOCATED THEREON.

4. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH EQUINE OR OTHER ACTIVITIES NOT CONDUCTED ON PROPERTY OWNED, RENTED, LEASED OR OTHERWISE OCCUPIED BY FREEDOM HORSE, INC.

5. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Releasees and the owner and the lessor of any property Freedom Horse Inc., may lease, rent or otherwise occupy, harmless from any such claims by said User.

6. In the event User is using User's own horse, or a horse(s) not owned by Freedom Horse Inc., User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Freedom Horse Inc., reserves the right to refuse access or use of any horse upon the premises that does not appear to any representative of Freedom Horse Inc., to be in good health, or is deemed dangerous or undesirable.

7. Any action brought under this Release shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering or such other limits as prescribed by law.

8. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to

claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

Users Signature

Print Name

Age (or "over 18")

If User is a minor, parent or guardian must sign and acknowledge having read the Release:
By signing below, I acknowledge that I am the parent or guardian of the User named in this release
and that I have read and understood this Release: Yes: _____ No: _____

Signature

Print Name

Relation to User

Address _____

Phone _____ Cell _____

Freedom Horse Inc., , Inc.

By: _____
Elizabeth Carlson, President

Goodstone Therapy, LLC

By: _____
Sara Goodstone, Physical Therapist

Trinity Psychotherapy, LLC

By: _____
Donna Maglio, LCSW

Cindy LaBar, Physical Therapist

Michael Carlson

Elizabeth Carlson



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Participant’s Medical History & Physician’s Statement

Participant's Name: _____

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

Address: _____

Diagnosis: _____ Date of Onset: _____

Past/Prospective Surgeries: _____

Medications: _____

Seizure Type: _____ Controlled: Y N Date of Last Seizure: _____

Shunt Present: Y N Date of last revision: _____

Special Precatutions/Needs _____

Mobility: Independent Ambulation Y N Assisted Ambulation Y N Wheelchair: Y N

Braces/Assistive Devices: _____

For those with Downs Syndrome: AtlantoDens Interval X-rays, Date: _____ Result: + --

Neurologic Symptoms of AtlantoAxial Instability: _____

Please indicate current or past special needs in the following systems/areas, including surgeries:

	Y	N	Comments
Auditory			
Visual			
Tactile Sensation			
Speech			
Cardiac			
Circulatory			
Integumentary/Skin			
Immunity			
Pulmonary			
Neurologic			
Muscular			
Balance			
Orthopedic			
Allergies			
Learning Disability			
Cognitive			
Emotional/Psychological			
Pain			
Other			

Given the above diagnosis and medical information, this person is not medically precluded from participation in equine assisted activities. I understand that the NARHA center will weigh the medical information given against the existing precautions and contraindications. Therefore, I refer this person to the NARHA center for ongoing evaluation to determine eligibility for participation.

Name/Title _____ MD DO NP PA Other _____

Signature: _____ Date: _____

Address: _____

Phone () _____ License/UPIN Number: _____



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Participant’s Application and Health History

GENERAL INFORMATION

Participant’s Name: _____

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

Address: _____

Phone: _____ Email: _____ Alternative #: _____

Employer/School: _____

Address: _____

Phone: _____

Parent/Legal Guardian/Caregivers: _____

Address if Different from Above: _____

Phone: _____

Referral Source: _____

Phone: _____

How did you hear about the program: _____

HEALTH HISTORY

Diagnosis: _____ : _____ Date of Onset: _____

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

	Y	N	Comments
Vision			
Hearing			
Sensation			
Communication			
Heart			
Breathing			
Digestion			
Elimination			
Circulation			
Emotional/Mental Health			
Behavioral			
Pain			
Bone/Joint			
Muscular			
Thinking/Cognition			
Allergies			

MEDICATIONS (include prescription, over-the-counter; name, dose and frequency)

Describe your abilities/difficulties in the following areas (include assistance required or equipment needed):

PHYSICAL FUNCTION (i.e. Mobility skills such as transfers, walking, wheelchair use, driving/bus riding)

PSYCHO/SOCIAL FUNCTION (i.e. Work/school including grade completed, leisure interests, relationships-family structure, support systems, companion animals, fears/concerns, etc)

GOALS (i.e. Why are you applying for participation? What would you like to accomplish?)

Signature: _____ Date: _____

PHOTO RELEASE

I _____ DO
_____ DO NOT

Consent to and authorize the use and reproduction by Freedom Horse of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, and exhibitions or for any other use for the benefit of the center.

Signature: _____ Date: _____

Client, Parent or Legal Guardian
Signed in the presence of center staff