



**\*VOLUNTEER WAIVER AND RELEASE\***

Volunteer: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Volunteer Telephone #: \_\_\_\_\_ Volunteer Telephone #2: \_\_\_\_\_

Parent Telephone #: \_\_\_\_\_ Parent Telephone #2: \_\_\_\_\_

Gender:  Male  Female Date of Birth: \_\_\_\_\_

**Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 2D of Chapter 128 of the General Laws.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including participation in VOLUNTEERING sponsored by the Central New England Equine Rescue, Inc. ("CNEER"), a Massachusetts non-profit corporation, each of the undersigned volunteer participant (the "volunteer") and the undersigned parent or legal guardian of the volunteer (the "Parent") does hereby acknowledge, covenant, and agree for myself, my family, heirs, and assigns as follows:

1. To the maximum extent allowed by law, including but not limited to Section 2D of Chapter 128 of the Massachusetts General Laws, each of the Volunteer and the Parent does hereby fully and finally waive, release, acquit and forever discharge CNEER, and any of its coordinators, instructors, teachers, supervisors, officers, directors, agents, employees, contractors, volunteers, representatives and assigns (collectively, the "Released Parties") from any and all actions, debts, claims, counterclaims, demands, liabilities, damages of any kind (including without limitation direct, indirect, special, incidental, punitive and consequential damages), causes of action, suits, costs, expenses and compensation of every kind and nature whatsoever, including, without limitation, those that may arise out of any damage to property, personal injury, sickness or death, in law or in equity, direct or indirect, known or unknown, matured or unmatured which the Volunteer and the Parent have or may have at any time against the Released Parties. Each of the Volunteer and the Parent agrees not to institute, join in, or cooperate in any way in any threatened, pending or future litigation, lawsuit, claim or action against the Released Parties, or any of them, regarding, concerning, relating to, referring to or arising out of in any way the Volunteer's participation in CNEER'S, classes, programs, outings, physical activities and exercises offered by the Released Parties or the condition of any items, including, without limitation, food and beverage, distributed by any of the Released Parties to the Volunteer or any member of the Volunteer's family.
  
2. Each of the Volunteer and the Parent acknowledges that the Volunteer desires to participate in riding instruction, trail rides, clinics, shows, demonstrations and/or any activity controlled or sponsored by CNEER. Each of the Volunteer and the Parent acknowledges that the Volunteer is fully aware that there are inherent risks associated with entering upon the premises and/or

participation in Volunteering at CNEER. To the maximum extent allowed by law, each of the Volunteer and the Parent assumes all risks for any and all injury or property damage, including, without limitation, those arising from the riding or handling of horses.

3. Unless otherwise stated, the signatures below permit CNEER to use photographs or videos of the Volunteer taken in the course of the program for publicity of CNEER.
4. The Parent hereby gives permission for the staff to secure medical treatment for the Parent, the Volunteer, or any other family member in the event of an emergency. The Parent hereby authorizes the physician or medical personnel selected to provide any treatment deemed necessary by such physician or medical personnel. The Parent hereby acknowledges that the Volunteer has medical insurance should medical treatment be required. The Parent, or his/her medical insurance company, shall pay for all such incurred expenses of any kind for the Volunteer, or anyone that the Volunteer may have caused to be injured, without recourse or repayment.
5. In the event of misconduct or other circumstances, CNEER reserves the right, in its sole discretion, to expel the Volunteer before the completion of the session.
6. If any provision in this Volunteer Waiver and Release shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Volunteer Waiver and Release is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Volunteer Waiver and Release which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly reflects the parties' intent in entering into this Volunteer Waiver and Release.
7. The undersigned acknowledge that this Volunteer Waiver and Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without reference to its principles of conflict of laws. Each of the Volunteer and the Parent hereby agrees to consent to personal jurisdiction of the state and federal courts situated within the Commonwealth of Massachusetts for purposes of enforcing this Volunteer Waiver and Release, and waive any objection that each of the Volunteer and the Parent might have to personal jurisdiction or venue in those courts.
8. Each of the Volunteer and the Parent acknowledges that each of the Volunteer and the Parent has read this Volunteer Waiver and Release and fully understands its contents. Each of the Volunteer and the Parent signs this voluntarily and no inducements other than the foregoing written statement have been made.

Accepted and Agreed:

Signature of Parent/Guardian: _____
Printed Name: _____ Date: _____

Signature of Volunteer: _____
Printed Name: _____ Date: _____

VOLUNTEER APPLICATION

**CENTRAL NEW ENGLAND  
EQUINE RESCUE, INC.**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Birth Date: \_\_\_\_\_ Gender: \_\_\_\_\_

Days Available: Mon \_\_\_\_\_ Tues. \_\_\_\_\_ Weds. \_\_\_\_\_ Thurs. \_\_\_\_\_ Fri. \_\_\_\_\_  
Sat. \_\_\_\_\_ Sun. \_\_\_\_\_

Time Available: \_\_\_\_\_

**Horse Experience:**

Do you presently own a horse? \_\_\_\_\_

How long have you worked with horses? \_\_\_\_\_

Can you:

Clean stalls \_\_\_\_\_

Lead \_\_\_\_\_

Groom \_\_\_\_\_

Work with "green" horses \_\_\_\_\_

Do you have training under saddle? \_\_\_\_\_

If so what level do you consider yourself:

Beginner \_\_\_\_\_

Intermediate \_\_\_\_\_

Experienced \_\_\_\_\_

# VOLUNTEER APPLICATION

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**Other talents/experience/skills you have (optional):** \_\_\_\_\_

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**Why do you want to become a volunteer at CNEER?** \_\_\_\_\_

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**Do you have any health conditions we should be aware of? If yes please explain:** \_\_\_\_\_

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**Have you ever been convicted of a felony, or have you been arrested for a crime for which disposition is now pending? If yes please explain:** \_\_\_\_\_

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**Have you ever been convicted of animal cruelty, or have you been arrested for animal cruelty for which disposition is now pending?** \_\_\_\_\_

**The undersigned certifies that the above information is true and accurate.**

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

**Parent Signature (if applicant is under 18 years of age):** \_\_\_\_\_