



PARTICIPANT'S APPLICATION

CONTACT INFORMATION

Participant Name: _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (M) _____ (Alt) _____

Employer/School Address: _____

City: _____ State: _____ Zip: _____

Parent/Legal Guardian Name: _____

Caregiver Name (if applicable): _____

Address (if different than above): _____

City: _____ State: _____ Zip: _____

Phones (if different than above): (M) _____ (Alt.) _____

Are you available to participate on weekday mornings? Yes _____ No _____

If yes, which momings? _____

How did you hear about our program?

Referral Source: _____

GENERAL RIDER INFORMATION

Participant Date of Birth (MM/DD/YYYY): _____

Height: _____ **Weight:** _____ **Gender: M | F**

Signature: _____ **Date:** _____



LIFT ME UP! FOUNDATION, INC.
TERMS AND CONDITIONS FOR THERAPEUTIC RIDING LESSONS

I, _____ (must be over 18) (the “**Undersigned**”), desire that _____ (the “**Rider**”) receive horseback riding lessons (“**Lessons**”) from Lift Me Up! (“**LMU**”) and agree to be bound or (if signing on behalf of Rider) agree to ensure that the Rider is bound by the Terms and Conditions below.

ARTICLE I. MEDICAL INFORMATION

- A. The Undersigned certifies that the medical history form provided to LMU as part of Rider paperwork (the “**Medical History Form**”) is a complete and current medical history of the Rider.
- B. The Undersigned certifies that all required forms for participation are signed and current. If all forms are not complete and current, Rider may be denied participation until such time as all forms are supplied in their updated form.
- C. The Undersigned shall, at least one (1) business day prior to the day of any Lesson scheduled for such Rider, notify the Instructor of any medical or physical condition not disclosed or at variance with the information set forth in the Medical History Form. LMU, in its sole discretion, may cancel any Rider’s scheduled Lesson if LMU believes that any medical or physical condition may adversely impact the Rider’s safety or ability to participate in such Lesson. If LMU determines that a Rider should not participate in a scheduled Lesson due to any such medical or physical condition, LMU will attempt to find a substitute rider for the time slot of that Lesson and, assuming the condition no longer exists or if LMU no longer believes the condition will adversely impact the Rider’s safety or ability to participate in Lessons, may offer the Rider a make-up Lesson if a time slot becomes available. Under these circumstances, however, LMU will not offer refunds or guarantee the Rider a make-up lesson.

ARTICLE II. LESSONS

- A. Each Lesson shall last approximately thirty (30) minutes for a private lesson, forty-five (45) minutes for a semi-private lesson or sixty (60) minutes for a group lesson. A lesson will generally consist of mounting the Rider on the horse, tack adjustments, exercises while mounted, actual riding time, cool down time, and dismounting. The Undersigned agrees that the riding instructor may deviate from the Lesson description above and that alternate Lessons may include lessons on barn management, grooming, tacking up, types of tack, and tack cleaning.

- B. The Undersigned shall arrive or ensure that the Rider arrives, as applicable, to each Lesson on or before the scheduled time therefore, ready to begin the Lesson. If the Rider arrives more than 15 minutes late to a Lesson or is not prepared to begin a Lesson at the scheduled time, such Lesson may be cancelled and the Rider will not receive a refund.
- C. LMU may cancel a Lesson due to bad weather conditions such as a heat advisory, thunderstorms and other extreme climate conditions, or as a result of the riding instructor's unavailability for a particular Lesson. If LMU cancels a Lesson, LMU will schedule a make-up Lesson and notify the Undersigned of the new date and time therefore.
- D. If the Undersigned gives the Instructor at least one (1) business day's notice (as provided in Section I.C. hereof) that the Rider will be unable to attend a particular Lesson, LMU will attempt to find a substitute rider for such time slot and offer the Rider a make-up lesson if another time slot becomes available. LMU does not, however, offer refunds or guarantee the Rider a make-up Lesson. Make-up lessons do not carry over from session to session.
- E. If the Rider misses three (3) consecutive Lessons without the Program Director's prior consent, the Rider will be removed from the LMU therapeutic riding program (the "**Program**") and no refund for remaining Lessons will be provided.

ARTICLE III. PAYMENT

LMU offers riding sessions throughout the year. Each "**Session**" lasts for a number of weeks – typically from 8 to 12 weeks. The Undersigned shall pay the entire cost of each Session prior to the first lesson of such Session or may elect to pay fifty percent (50%) of the cost of each Session prior to the first Lesson of such Session and the remaining fifty percent (50%) at the midway point of each Session. If LMU does not receive the first fifty percent (50%) payment prior to the date of the first Lesson of a particular Session, the Rider will not be included in that Session. If LMU does not receive the second fifty percent (50%) payment prior to the second half of any Session, LMU will remove the Rider from the Program and put the Rider on the waiting list for potential future enrollment. Payment schedules are at the sole discretion of LMU.

If a Rider cannot continue Lessons for medical reasons, a written note from the Rider's physician must be provided in order to receive a refund for the balance of the Session. If a Rider cannot continue Lessons for other than medical reasons, however, tuition will not be refunded.

ARTICLE IV. ATTIRE

The Undersigned agrees to or agrees to ensure that the Rider, as applicable, wears proper attire for riding lessons, including long pants, shoes (boots with at least a half inch heel is recommended), and an SEI-ASTM approved riding helmet with an attached harness that fits properly. The Rider must wear his/her approved riding helmet at all times when in the ring, during Lessons, in the barn, or otherwise near horses.

ARTICLE V. DISCIPLINE AND DISMISSAL

- A. LMU will not tolerate any Rider or Parent/Guardian who (i) engages in disruptive conduct, (ii) exhibits behavioral problems that are unacceptable or unsafe, (iii) makes sexual comments or engages in sexual conduct, (iv) is disrespectful to instructors and/or volunteers, or (v) fails to follow LMU's Rules and Regulations set forth in Exhibit B (see attached, the "**Rules**").
- B. The Undersigned agrees that LMU may discipline any Rider who violates the Rules or engages in any prohibited conduct. Such discipline may include a verbal warning, a written warning and, in certain situations, removal of the Rider from the Program. LMU reserves the right to remove a Rider from the Program if Rider participation involves unsafe situations or situations involving physical or emotional stress towards other participants, volunteers, staff members, or horses. Depending on the circumstances, LMU may issue a prorated refund.
- C. LMU may remove a Rider from the Program if the parent/guardian, family, or guest(s) engages in unruly or unsafe behavior as determined by the Program Director. Depending on the circumstances, LMU may, in its sole discretion, issue a prorated refund.
- D. Riding at LMU is at the sole discretion of LMU. If at any time the LMU staff determines that therapeutic riding at LMU is not an appropriate activity for a Rider, LMU may remove said Rider from the Program.

ARTICLE VI. MISCELLANEOUS

- A. The Undersigned has executed and returned to LMU the Medical History Form as part of Rider paperwork.
- B. The Undersigned has executed and returned to LMU an executed copy of the "Release, Waiver and Indemnity Agreement" attached as Exhibit A.
- C. The Undersigned agrees to abide by or ensures the Rider complies with, as applicable, the Rules set forth in Exhibit B.

D. All notices, questions, suggestions, problems or complaints pertaining to a Rider's Lessons or the Program should be directed to the Program Director at the address below. Please note that for the safety of all of our riders, riding instructors and volunteers, such notices, questions, problems and/or complaints should not be discussed during scheduled Lesson times.

Program Director
Lift Me Up!
P.O. Box 104
Great Falls, VA 22066
703-759-6221
www.liftmeup.org

Please signify your agreement with these Terms and Conditions by executing where indicated below.

AGREED AND ACCEPTED BY:

By: _____

Name: _____

Relationship to Rider: _____

Date: _____

Name of Rider (if other than above)

Address: _____

LIFT ME UP! FOUNDATION, INC.

RELEASE, WAIVER & INDEMNITY AGREEMENT

It is recognized that any horse-related activity entails risk. While Lift Me Up! (LMU!) will endeavor to provide safe conditions on its properties, it cannot guarantee that it can eliminate all risk. LMU! grants riders, volunteers, instructors, and others participating in or observing the program permission to enter the premises of LMU! 9700-9704 Georgetown Pike, Great Falls, VA 22066.

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises referenced by addresses above known as LMU! and/or to use horses and/or facilities either owned or controlled by LMU!, and/or to receive training or instruction for the agents, volunteers or employees of LMU!, and being fully aware of the risk of injury and dangers inherent said premises and/or the ringing and handling of horses hereby elects voluntarily to enter said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver and Indemnity Agreement.

Therefore, in consideration of being permitted to enter upon the premises known as LMU! and/or receive instruction or assistance from the agents, volunteers or employees of LMU!, Participant assumes all risk of loss, damage, or injury that might be sustained by any or each of the undersigned or any property of any or each of the undersigned while participating in or observing the riding for the disabled program or en-route to or from these premises. Participant knowingly and expressly waives Participant's rights to sue LMU! as well as neighboring entities and properties Normandy Farm, LLC; the Stable at Normandy Farm, LLC; Mane Manor, LLC; and the Stable at Mane Manor, LLC (all hereinafter referred to as "Normandy Farm") and their owners, officers, directors, volunteers, employees, agents, successors, heirs, for any injury, death, loss, or damage caused to Participant or to Participant's property, and Participant agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to Participant or Participant's property. Participant acknowledges that Participant has been given notice of the risks inherent in and intrinsic dangers of equine activities including (i) the propensity of an equine to behave in dangerous ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collision with other animals or objects; and (v) the potential of Participant acting in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the equine or not acting within Participant's ability, and Participant expressly agrees to assume all such risks and waives all right to sue for injuries caused by such risks. This waiver and express assumption of risks shall specifically apply to Participant and to any and all minor children and/or wards of Participant in accordance with the terms of Va. code Ann. §3.1-796.132B and shall be construed to comply with all exculpatory terms of the Virginia Equine Activity Liability Act, Va. Code Ann. §§3.1-796.13 et seq. (Chapter 27.5, Code of Va. (1950)). Further, this release shall be binding upon the distributees, heirs, executors, administrators, and guardians of each of the undersigned.

If Participant is a minor or otherwise under a legal disability, this agreement shall be signed by Participant's parent or legal guardian. By signing, the parent or legal guardian agrees: (i) to waive the parent's, guardian's, and Participant's right to sue the parties named in the immediate preceding paragraph; (ii) to assume, on behalf of the parent, guardian, and Participant, the risks set forth in the immediately preceding paragraph, in addition to all other risks of riding or otherwise coming into contact with horses; and (iii) to indemnify and hold harmless LMU! and Normandy Farm, LLC and their owners, officers, directors, volunteers, employees, agents, successors, heirs, from any and all costs of defending such claims, including attorney's fees.

It is expressly agreed by Participant and nay parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that LMU! and Normandy Farm and their owners, board of directors, volunteers, and employees, are covered by the provisions of that Act. This Release, Waiver, and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver, and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Participant has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from a failure to do so and/or from selecting headgear or footwear that does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

Participant Signature

Printed Name

Date

Parent or Guardian Signature

Printed Name

Date

EXHIBIT B

BARN RULES AND REGULATIONS

Violations of these rules and regulations could result in termination of participation in all LMU activities.
PLEASE SIGN BELOW.

****PLEASE KEEP DRIVEWAY GATE CLOSED****

1. **ALL PARTICIPANTS (RIDERS, VOLUNTEERS, AND STAFF) WORKING WITH ANY HORSE MUST SIGN LMU'S WAIVER PRIOR TO PARTICIPATING AND SUBMIT TO LMU.** If participant is under 18 years of age, parent or legal guardian must sign waiver.
2. **VISITORS (anyone other than LMU staff, trained volunteers, and riders with appropriate supervision) are not allowed in stalls or turnout areas. Riders may enter stalls ONLY with appropriate staff and volunteer supervision.**
3. **NO ONE shall mount any horse on any property owned or leased by LMU without either expressed consent, advanced approval from LMU staff or a signed agreement with the owner of a boarder horse.**
4. **EVERYONE MUST WEAR A PROPERLY FITTED ASTM/SEI APPROVED HELMET WHEN MOUNTED. LMU also requires that riders wear these helmets when grooming.**
5. **NO SMOKING** in or around barn.
6. **No drinking of ALCOHOLIC beverages or use/possession of illegal substances on property.**
7. **Jeopardizing the safety of horse or human in any way will not be tolerated.**
8. Always CLEAN UP after yourself and your horse (aisle, rings, tack room, etc.). Put manure and trash in proper places - turn off LIGHTS and WATER when done.
9. DO NOT FEED horses, including treats or hay, without permission from LMU staff, or make adjustments to feed without discussing with LMU staff.
10. Do not wander around property unless accompanied by LMU staff.
11. Volunteers and staff MUST wear appropriate shoes/boots while working around horses. NO OPEN TOED SHOES.
12. INDOOR ring lights are to be on only when riding inside.
13. All injuries, accidents, or damages must be reported to LMU staff immediately.
14. Keep tack rooms clean and organized.
15. Disrespect for others will not be tolerated.
16. Do not ride horses in the barn aisles.
17. Please refrain from using PROFANITY.
18. Please regard all parking and traffic regulations.
19. Refrain from engaging in disruptive behavior or making loud noises that might frighten animals.
20. NO RUNNING around the horses.
21. Please do not climb or hang on gates.
22. NO DOGS.

I acknowledge that I have read, understand, and am willing and able to follow the rules and regulations listed above. Additionally, I understand that not complying with these rules and regulations can result in immediate termination of participation in LMU activities.

Name _____ Signature _____ Date _____

**LIFT ME UP! FOUNDATION, INC.
PHOTO RELEASE**

CONSENT

I hereby consent to and authorize the use and reproduction by LIFT ME UP! of any and all photographs and any other audiovisual materials taken of me/my son/daughter/ward for promotional printed materials, educational activities, and exhibitions or for any other use for the benefit of LIFT ME UP!

Date _____ Consent Signature _____

Client/Parent/ or Legal Guardian _____

NON-CONSENT

I hereby DENY consent to and REFUSE to authorize the use and reproduction by LIFT ME UP! of any and all photographs and any other audiovisual materials of me/my son/daughter/ward for any purpose.

Date _____ Consent Signature _____

Client/Parent/ or Legal Guardian _____

Authorization for Emergency Medical Treatment Form

Please print CLEARLY!

Name _____ Date of Birth _____ Phone _____
Address _____ City _____ State _____ Zip _____
Physician's Name _____ Preferred Medical Facility _____
Health Insurance Company _____ Policy Number _____
Allergies/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, I authorize Lift Me Up! 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.

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(s) above is unable to be reached.

Date _____ Consent Signature _____

Client/Parent/ or Legal Guardian _____

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 of the agency. In the event emergency treatment-aid is required, I wish the following procedures to take place:

Date _____ Consent Signature _____

Client/Parent/ or Legal Guardian _____