

FOREVER FAITHFUL VOLUNTEER AGREEMENT

We are so grateful that you have chosen to join the Forever Faith Ranch family! Our organization is built on the belief that healing can and will take place in the development of a relationship between a person and a horse. Our vision is to facilitate that process through rescue and restoration using horses, God and nature. This is not possible without the volunteer services you are providing. To join our family, you must be over the age of 14 and are required to take our mandatory safety orientation. We require all to come with an open heart to continually learn.

Hebrews 11:1, "Faith is being sure of what we hope for and certain of what we do not see."

This Agreement, made on _____ [Date] by and between **Forever Faithful Ranch & Serenity Equine Services, 13955 Lake Mount Pleasant, Montgomery TX 77356** hereinafter referred to as "charity", and

_____ [NAME], _____ [DOB], hereinafter referred to as "volunteer."

WITNESSETH:

Whereas, volunteer intends to donate services to the charity identified above, and said charity intends to accept the donation of volunteer services.

NOW THEREFORE, in consideration of the mutual promises, the parties hereto agree as follows:

1. Volunteer agrees to donate services to charity
2. It is mutually and expressly understood that volunteer services shall be donated, and that said volunteer is not entitled to nor expects any present or future salary, wages, or other benefits for these voluntary services.
3. Volunteer agrees that he/she will not be considered to be an employee of the charity at any time.
4. Volunteer agrees to follow the supervision and direction of any personnel, employee, or volunteer, to whom volunteer has been assigned to perform services, and to participate in any training required by the charity in order to perform the voluntary services.
5. Volunteer further understands that if volunteer is responsible for injuries to third parties or damages to their property while acting outside the scope of assigned volunteer duties, that said volunteer may be held personally liable for any monetary damages a court may award to the injured party.

6. It is further understood and agreed to by volunteer that the services rendered to the charity shall apply only in the case of liability arising out of the ordinary negligence that occurs during the scope of the volunteer’s services agreed to herein, and that in no way do any of these provisions apply for the benefit of volunteer, his/her heirs, executors or administrators in any action arising out of gross negligence, willful misconduct, or any other conduct on the part of said volunteer, which cause or may give rise to criminal liability.
7. Volunteer further agrees that volunteer will fully cooperate with the charity and its agents in any investigation, lawsuit, arbitration, or any other legal or quasi- legal proceedings that arise from the matters covered by this agreement. Volunteer further agrees to notify the charity immediately of any incident that occurs or may occur within the knowledge of the volunteer, which gives rise to liability on the part of the volunteer of the charity.
8. I understand that my volunteer assignment is “at will” and can be terminated at any time by either party to this agreement.

9. **In Case of Emergency** Please contact

_____	(Name)
_____	(Phone)
_____	(Name)
_____	(Phone)

10. **Prohibited Activities.** Neither Volunteer nor their guests or agents shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any bordered horse at Charity without permission of Charity or that horse’s owner.

11. **Safety and Release from Liability.**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR GUEST PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT CHARITY, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF CHARITY.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

12. **Assignment or Transfer.** No party may assign or transfer this Agreement without prior written consent of the other parties.

13. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

14. Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

15. Volunteer Rules. Volunteer agrees he/she has been given a copy of the Volunteering Rules. If Volunteer is unwilling or unable to abide by the conditions set above and in the attached "Volunteering Rules," this Agreement shall be null and void, and Volunteer agrees to vacate immediately from the charity.

16. Governing Law and Venue. This agreement shall be governed by the laws of Texas. Venue for resolution of disputes shall be proper in Montgomery County, Texas

17. Volunteer Package ○ **Non-riding Volunteer-** Membership for access to the ranch during regular operating hours. Outside of volunteering you can spend time walking trails, grooming horses, or simply enjoying nature.

- **Riding Volunteer- C**ost \$50 per riding session. Membership for access to the ranch during regular operating hours. Outside of volunteering you can spend time walking trails, grooming horses, or simply enjoying nature as well as ride one of the Forever Faithful horses up to three times a month. This will be under the supervision of a certified and authorized Equine Specialist at Forever Faithful Ranch. This membership does not guarantee you will always have the opportunity to ride but all efforts will be made. The ability to ride is subject to approval of the Barn Management, and in the event that riding permissions are not approved a lower volunteer rate will be applied.

Note* All Volunteer privileges are based on the successful completion of a minimum required volunteer hours.

18. Other Paid Cost

- Volunteer agrees he/she may be subject to further background checks and training in which he/she will be responsible for the cost. If Volunteer is unwilling or unable to perform further checks as required this Agreement shall be null and void, and Volunteer agrees to vacate immediately from the charity.

By signing this Agreement, the Volunteer acknowledges that he/she knows, understands and affirms they can and will abide by the terms and conditions of this Agreement. This Agreement shall be executed on the day written

below by the parties hereto and shall be binding by the day written above as the first day of the volunteer agreement.

VOLUNTEER:

Signed: _____

Print Name: _____

Date: _____

Charity:

Signed: _____

Print Name: _____

Date: _____



RELEASE AND HOLD HARMLESS AGREEMENT

Forever Faithful Ranch / Ministries, located at 13955 Lake Mount Pleasant, Montgomery Texas 77356, and Serenity Equine Services wish to remind you that activities with horses can be dangerous. Forever Faithful Ranch / Ministries will be referred to as Forever Faithful through out all documents.

Certain risks cannot be eliminated without destroying the unique character of horseback riding. Certain elements of this activity could result in loss of property, injury, or even death. Forever Faithful Ranch does not want to frighten you or reduce your enthusiasm for this activity, but it is important for you to be informed of the inherent risks in advance.

WARNING

Under Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury to, or the death of, a participant or equine in equine activities resulting from the inherent risks of equine activities.

1. _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Forever Faithful Ranch and Serenity Equine Services understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability. My participation in equine activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks.
2. I have read and fully understand the warning posted above and on the premises.
3. I understand the potential dangers that I could incur in mounting, riding, walking, leading, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks, I hereby release Forever Faithful Ranch and Serenity Equine Services, family members and anyone else directly or indirectly connected with Forever Faithful Ranch from any liability and all claims of every kind whatsoever (including costs, expenses, or attorney's fees) in the event of injury or damage of any nature (or perhaps even death) to me or anyone else I bring with me caused by or incidental to my electing to mount and ride a horse owned by Forever Faithful, or any other horse on property at Forever Faithful Ranch. I have read or been advised of the WARNING posted by Equine Professional, which warning states, "Under Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury to, or the death of a participant or equine in equine activities resulting from the inherent risks of equine activities."
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement may further limit the liability of Forever Faithful Ranch and Serenity Equine Services beyond that statutorily provided by the above referenced law which includes any activity, whatsoever, involving an equine, including death, personal injury and/or property damage to property.
5. I further voluntarily agree and warrant to release and hold harmless Forever Faithful Ranch and Serenity Equine Services from any liability whatsoever (including costs, expenses, or attorney's fees), including, but not limited to, any incident caused by or related to negligence, relating to injuries known, unknown, or otherwise not herein disclosed, including, but not limited to, injuries, death or property damage from mounting, riding, dismounting, walking, leading horse, grooming, feeding, use of barn, paddock, trails or horse ring, trailering, falling off horse whether or not horse is bucking, flipping or spooked.
6. To Assume all risks in connection with damage or loss of property resulting from boarding of my horses or other horses, riding activities, or any other activities by Forever Faithful or on the property located at 13955 Lake Mount Pleasant, Montgomery, Texas 77356
7. To hold Forever Faithful, its employees, volunteers or agents harmless in the event of damage or injury even though the damage or injury may be the as a result of actions or omissions deemed negligent.

NOTICE: Wearing an ASTM/SEI approved hardhat, true riding boots and using safety stirrups is strongly recommended while riding. I understand this recommendation and if I were to choose not to wear or use this equipment, I will not hold Forever Faithful Ranch / Ministries responsible for all liabilities resulting from injury or by not following this recommendation.

I HAVE CAREFULLY READ, AND CLEARLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF, MY HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND FOR ALL MEMBERS OF MY FAMILY, INCLUDING ANY MINORS UNDER MY GUARD.

Participant's Signature: _____

Date: _____

Printed Name of Participant: _____

Volunteer Background Check Authorization Form

To be completed by the Volunteer

Please print all requested information in order to register as a volunteer and to have Forever Faithful perform a background check.

Name: _____ Address: _____

_____ Home Phone: _____
_____ Cell: _____ E-Mail: _____
_____ Date of Birth*: _____
_____ Drivers License #: _____
_____ Former Name (if applicable): _____

I hereby authorize Forever Faithful Ranch and Serenity Equine Services to conduct a security background check on me. I understand that this security check will cover information including, but not limited to, criminal history, education and employment. I hereby release Forever Faithful Ranch and its, employees, agents and assigns, as well as the Company performing the background check and its employees, from all liability resulting from the furnishing of this information to the Forever Faithful Ranch.

I certify that the statements made by me on this form are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I understand that any false statements made herein could void my consideration as a City of Boerne volunteer.

Signature: _____ Date: _____

With limited exceptions, you are entitled (at your request) to be informed about the information Forever Faithful Ranch collects about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are entitled to receive and review certain information. The information that Forever Faithful Ranch collects will be retained and maintained as required by Texas records retention laws and rules. Different types of information are kept for different periods of time.

**DOB is being requested in order to obtain accurate retrieval of records.*

FOREVER FAITHFUL RANCH VOLUNTEER RULES

Welcome to Forever Faithful Ranch! We are excited to have you join our volunteer family! Our goal is to have happy Volunteers and happier horses!

- Volunteers are not allowed to ride horses unsupervised at any time.
- No Cell Phones Around Horses, while Riding or at events of Forever Faithful.
- All Forever Faithful Ranch equipment is off-limits to all Volunteers and guest, unless otherwise approved by Barn Management. This includes but is not limited to the ATV's, tractor, horse tack, trailers, etc.
- Anyone finding a horse to be sick or in need of medical attention should contact Teri Matter at 936-203-6972 so the horse owner can be contacted, and care administered. Do not administer treatment to any sick animal without owner's permission. If unable to reach Teri, please contact Julie Edwards 936-672-0620.
- Please clean any and all areas you and your horse(s) have been in, including the covered arena, grooming areas, alleyways in the barn, etc.
- All horses must be led by halter and lead rope. Please do NOT ride your horses in the barn. Safety First!
- Please park in designated areas only. Parking in front of the barn is not allowed, as we have deliveries, vets, and farriers that use this area.
- All children and guests must be supervised by Parent or Guardian. No children are to be left unattended. Horses are unpredictable, and we want everyone safe.
- Please make sure to turn off all lighting in tack rooms, barn, and arenas when it is done being used.
- Gates and Front Entry Gate – if you open any gates, please make sure to close and latch them behind you.
- Do Not Stand on Gates
- CHARITY DOES NOT INSURE ANY PERSONAL BELONGING OF VOLUNTEERS
- No outside horses may be brought onto the premises. We must make sure we are doing everything to keep our horses safe and healthy.
- Forever Faithful does host riding lessons, Equine Assisted Psychotherapy (EAP) and learning (EAL) sessions as well as fundraisers time to time. During these events the round pen, arena, recreational center, critter corner, and play area are off limits. Signs will be posted at the barn during these events.
- Due to the sensitive nature of EAP and EAL, we ask that all volunteers and visitors remain quiet while in the barn as well as areas with in hearing distance of the area being utilized for the session.
- No smoking in or around the barn. No cigarette butts are to be thrown down on the premises.
- No Volunteer is to touch barn feed or hay unless otherwise instructed.
- Cruelty to animals will **NOT** be tolerated. This includes harsh training methods and punishments that could result in injury to your horse.
- Volunteers are not allowed to bring guest to the ranch without written approval from Barn Management. If approved a Release and Hold Harmless Agreement must be completed for that guest, volunteers are not allowed to bring guest to ride without permission first and fee is \$50 per hour.
- Feel free to approach ANY AND ALL STRANGERS to determine their reason for being on the premises. Get to know your fellow Volunteers and work together to help protect our barn family.

- If you have a problem with anything at all, please contact one of the listed board members.
- Watch Bulletin Board for Notices, News, and Events!
- Be courteous, have fun, enjoy the facilities, and remember: An unknown problem cannot be resolved.

By signing this Agreement, the Volunteer acknowledges that he/she knows, understands and affirms they can and will abide by the terms and conditions of the Volunteer Rules. This agreement shall be executed on the day written below by the parties hereto and shall be binding the day written as the first day of the boarding agreement.

Volunteer's Signature: _____ Date: _____

Printed Name of

Volunteer: _____

Forever Faithful Ranch representative initials: _____

Forever Faithful Ranch Operating Hours:

Tuesday thru Friday: 8:00 am to 6:00 pm

Saturday: 8:00 am to 6:00 pm

Sunday and Monday: Closed

936-597-4200

www.foreverfaithfulministries.com

www.foreverfaithfulranch.com

