

**Sundance Circle –ETC
Equine Activity Sponsor Release
Know all men by these presents**

That _____(volunteer's name)

Who resides at

(Address, street, Apt No)

(City, State, ZIP code)(county)

(Area code, Telephone No)(email address)

(Herein after referred to as "Participant") desires to engage in and does hereby engage in one or more of the following equine - related activities: volunteer activities on or about the premises of Sundance Circle.

For and in consideration of the above activities, services, and entry fees paid(if applicable), receipt and sufficiency of which is hereby acknowledged, Participant hereby does forever and finally released, remise, acquit, satisfy and forever discharge Equine Activity Sponsor of and from all manner of action and actions, cause and causes of action, suit, debts, dues, sums of money, bonds, billings, contracts, controversies, agreements, promises, damages, variances, judgments, executions, claims and demands whatsoever, and fall. This document is meant to be a full and complete release from any and all liability that may arise from participating in the above described equine or equine - related activity. This release is given freely and voluntarily by the participant and is meant to remain in existence throughout the duration of any equine or equine - related activity at Sundance Circle for calendar year _____.

Dated this, _____ day of _____, 201_____.

Volunteer Signature

_____.

Legal Guardian Signature

_____.

Acceptance of Equine Activity Sponsor _____.

Photograph & Filming Release

I do ____ I do not ____

Consent to and authorize the use and reproduction by Sundance Circle of any and all photographs and other audiovisual materials taken of me for promotional materials, educational activities, exhibitions, or for any other use for the benefit of the program.

Date _____

Volunteer Signature _____

Legal Guardian Signature _____

In Case of Emergency, Please Contact:

Name

Best contact Phone no (____) ____ - _____ Secondary contact phone no (____)

____ - _____

Preferred Hospital

Physician (Option-

al) _____

Aller-

gies _____

In case of emergency, I hereby give my consent to any emergency facility and physician to administer necessary medical treatment including x-ray, surgery, hospitalization and medication. I also give consent to transport by ambulance if the situation warrants it.

Date _____

Volunteer Signature _____

Legal Guardian Signature _____

Volunteer Areas

Please **indicate the days/hours** you are interested in and available for volunteering at SundanceCircle

Mornings/Evenings

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Saturday _____

Please **check volunteer areas** you are interested in:

Program Volunteer Administration Fund Raising Photography/Video

Volunteer Recruitment Newsletter Public Relations

Stable Help Grooming a horse Side-walking with a client

Leading a horse

Confidentiality Policy

Sundance Circle shall respect and preserve the right of confidentiality for all individuals in this program. Our staff, volunteers, for members, or anyone providing services to Sundance Circle shall keep confidential all medical, social, referral, personal, financial information regarding a person and his or her family.

Sundance Circle will disclose information to outside agencies or individuals only with the specific written consent of the participant, a parent, a legal representative, or other authority to give consent, as defined by the state of Washington.

Any breach of confidentiality will result in reprimanded possible loss of certain job responsibilities up to and including termination.

I understand and will observe the confidentiality policy of Sundance Circle.

Signature of Volunteer

Signature of Witness

Date _____

Sundance Circle Drug Free Workplace Policy

- 1.** Sundance Circle employees and volunteers are prohibited from the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance at any of the Sundance Circle facilities and/or during any of the programs offered by Sundance Circle
- 2.** Any violation of the prohibitions in section 1 will be considered to be “just cause” for suspension and/or discharge under the procedures of Sundance Circle
- 3.** As a condition of employment or registration as a volunteer, each employee or volunteer will:
 - a.** Abide by the terms in section #1 above.
 - b.** Notify Sundance Circle in writing of any criminal drug status conviction for a violation occurring at Sundance Circle no later than 5 calendar days after such conviction
- 4.** Take appropriate personnel action against such an employee and/or volunteer, up to and including termination.
- 5.** Require such an employee and/or volunteer to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement or other appropriate agency.
- 6.** The employee and/or volunteer acknowledges by signature below that he/she has:
 - a.** Been given a copy of this policy
 - b.** Reviewed this policy statement
 - c.** Understood the policy

A copy of the policy will be maintained in the employee/volunteer’s personnel file.

I have read and understand the above policy.

Signature

Date

WAIVER, AGREEMENT, LIABILITY RELEASE, AND PROMISE NOT TO SUE - Washington

PLEASE READ CAREFULLY BEFORE SIGNING

I agree to this agreement with Sundance Circle and Dave & Bertie Enslow who is a LLC (hereafter referred to as "Stable") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "The Activities" throughout this document.)

NAME (Please print clearly):

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent):

ADDRESS:

PHONE: [Home] _____ [Work] _____

[Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ Date of Birth: _____

2. _____ AGE: _____ Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this document today, I intend for this document to be valid and binding now and at all times in the future when I engage in any or all of The Activities at any location.

document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. However, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct, or reckless conduct on part of Stable or the Released Parties.

INITIAL HERE: _____ **4. INDEMNITY AGREEMENT.** To the greatest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by Stable or by others on its behalf.

5. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on Stable to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.

6. Emergencies. Person(s) to Contact in Case of Emergency:

Name:

Phone: _____ Relationship: _____

7. Washington law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and John or Melanie Payne (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. ALSO, I REPRESENT (please check and initial each box below):

_____ **I AM AT OR OVER 18 YEARS OF AGE;**

_____ **I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;**

_____ **I HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS OF THIS ENTIRE DOCUMENT (ALL THREE PAGES);**

2. Awareness/Assumption of Risks. I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land where The Activities take place; and/or collisions with other equines, animals, or objects. ***I understand that these risks and dangers that are inherent in The Activities can occur with or without negligence on part of Stable, and I expressly agree to assume these risks. I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on Stable to list all possible equine-related risks in this document or any time, now or in the future.***

INITIAL HERE: _____ **3. WAIVER, HOLD HARMLESS, AND LIABILITY RELEASE:**
As lawful consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location; (b) I agree to assume the risks that are described above and to assume full responsibility for any and all bodily injuries or damages that I may sustain when engaging The Activities at any location; and (c) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of the Washington Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This

_____ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

_____ I UNDERSTAND THAT THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST THE RELEASED PARTIES, INCLUDING A CLAIM FOR THEIR NEGLIGENCE; AND

_____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE:

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

DATE: _____

PRINT NAME HERE: _____ DATE : _____

**ACCEPTED BY:
"STABLE" REPRESENTATIVE**

SIGNATURE: _____ DATE: _____