



BraveHearts

7319 Maxon Road ♥ Harvard, IL 60033 ♥ Phone (815) 943-8226 ♥ Fax (815) 943-8426
4950 Route 173 ♥ Poplar Grove, IL 61065 ♥ Phone (815) 765-2113 ♥ Fax (815) 765-0003
www.braveheartsriding.org

Medical Information

This information is strictly confidential and will only be used in case of emergency.

Name: _____ DOB: _____

Please list any medical conditions:

Please list any allergies to medications:

Please list any medications you are currently taking:

Emergency Contacts

must provide 2

Contact #1: _____

Relationship to rider: _____ Phone: _____

Contact #2: _____

Relationship to rider: _____ Phone: _____

EMERGENCY MEDICAL TREATMENT AUTHORIZATION:

In the event medical aid/treatment/care is required due to illness of or injury to participant while at BraveHearts, I authorize BraveHearts to:

- Secure and/or administer basic First Aid, CPR, and/or AED treatment.
- Secure and/or administer any necessary medical aid/treatment/care and transportation via car or ambulance.

I understand and agree that under no circumstances shall BraveHearts, its respective members, Board of Directors, directors, managers, agents, instructors, employees, therapists, volunteers, property owners and boarders guarantee or be liable for any illness or injury resulting from or in connection with, the provision of medical aid/treatment/care to the above-named participant. I authorize emergency medical treatment as specified in the above document.

I have reviewed, read, understand and agree to comply with the terms, requests and conditions stated above in this document. I further agree that all the information provided is accurate, complete and up-to-date as of the date stated below.

Rider Name (Printed): _____ Date: _____

Rider Signature: _____



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RULES & REGULATIONS

Please see the following list of rules for the ride:

- I understand that no alcohol will be permitted before, during, or at the end of ride celebration. If anyone is suspected under the use of any substance rider may be prohibited from ride and required to leave.
- I understand that all horses must be in good general health & physical condition to be allowed on the ride. If any horse is not in acceptable condition safe, physically or mentally then said horse will be prohibited from the ride.
- I agree to respect all property and follow the designated route set forth by the Houston Mounted Police Unit and BraveHearts Therapeutic Riding & Educational Center.
- I understand that no stallions will be permitted on the ride.
- I understand that horses must be at least 4 years of age.
- I understand that BraveHearts recommends that all riders wear an ASTM-SEI approved helmet when mounted.
- I understand that when I am dismounted during any and all stops that I am solely responsible for my horse and their safety and well-being. This may include water stops, bathroom breaks or other rest times or picture breaks.
- I understand that bareback riding will not be permitted during the ride.
- I understand that no double riding will be permitted during the ride.
- I understand that no dogs will be permitted on the ride.
- I understand that riders must be mounted at all times during the ride unless the ride is paused for water, bathroom, or lunch breaks (i.e. riders will not be permitted to lead their horses during the ride).
- I understand I as a rider should be in good physical and mental condition to endure 20 miles and it is my responsibility to only attend if fully prepared, healthy and safe.
- I understand that I may not perform any actions deemed unsafe by BraveHearts and/or the Houston Mounted Police Unit.
- I understand that no wagons, carts, or carriages, etc. are permitted on this ride.
- ***I understand that BraveHearts and/or the Harris County Mounted Police Unit reserve the right to evict any unruly horse or rider without refund.***
- ***I understand that riders must follow all additional rules and directions as put forth by BraveHearts and/or the Harris County Mounted Police Unit before, during, and after the ride. Anyone who does not follow such, will be dismissed from the ride.***

Participation includes having the right insurance, no drinking and will immediately exclude anyone who demonstrates unsafe, unruly, or undesirable conduct.

CONSENT FOR USE OF IMAGE, NAME AND INFORMATION

I hereby acknowledge that media images, video photography and/or recordings (photographs, videotapes, slides and audio recordings) may be made of the participants' while at BraveHearts or at BraveHearts events. I understand that these media images, video photography, and/or recordings will be used for promotional materials. BraveHearts may use these for media images, video photography and/or recordings for educational purposes, media purposes, research purposes and for the purpose of training other professional. Images, video photography and/or recordings may be used on BraveHearts' social media forums. I understand that reasonable confidentiality procedures will be followed in the use of these media images, video photography and/or recordings. Permission for use of these media images and/or recordings is given.

PHOTO/VIDEO RELEASE:

Photo consent is required to participate in the ride.

I DO CONSENT to authorize the use and reproduction by BraveHearts of any and all photographs and any other audio/visual materials taken of my for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Rider Signature: _____ **Date:** _____



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PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM

I, for myself, have been fully warned and advised to BraveHearts, and their insurer Markel Inc., to wear properly fitted and secured ASTM/SEI (equestrian standard) certified helmet while participating in equine activities and services in order to protect against, and reduce, the severity of potential head trauma that could result in serious injury – including death – as the result of a fall, collision, kick from a horse, or other occurrence associated with equine activities and services.

Against the advice of BraveHearts, instructors, administration, common sense, and BraveHearts' insurance company, I am refusing to wear a helmet and am personally assuming all risk of injury. I further agree to indemnify and hold harmless BraveHearts from any and all claims that are brought by, or on behalf of, myself and any listed minor as a result of head trauma resulting from participation in Trail to Zero - Houston.

I have reviewed, read, understand and agree to comply with the terms, requests and conditions stated above in this document. I further agree that all the information provided is accurate, complete and up-to-date as of the date stated below.

Rider Name (Printed): _____ Date: _____

Rider Signature: _____

BraveHearts' RELEASE, WAIVER, HOLD HARMLESS, DEFEND, AND INDEMNIFICATION AGREEMENT

(ONE SEPARATE FORM REQUIRED FOR EVERY ADULT ON PROPERTY)

BraveHearts Therapeutic Riding & Educational Center is a Not-for-Profit organization under IRS code 501c3
and a
Premier Accredited Center of the Professional Association of Therapeutic Horsemanship International



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RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS - READ CAREFULLY BEFORE SIGNING

The undersigned, as a Participant/Spectator/Client/Visitor/Guest/Auditor/Volunteer (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("Release"):

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively "equine"), including, illness, injury, death, property damage, or any other loss (collectively "Loss") resulting from faulty and/or misadjusted tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of the Participant to engage safely in the equine activity or manage safely the particular equine, and/or the result of a dangerous latent condition on the real property, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, ATV's, gun shots, cars, trucks, etc.), sudden movement, and unfamiliar objects, persons, other animals (ex.: leashed or unleashed dogs, wildlife, livestock, etc.), or other things (ex.: barrels, gates, jumps, poles, flowers, flags, golf carts, ropes, whips, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, flooding, other dangerous latent conditions on the real property, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to participant or others, such as failing to maintain control over the animal, or not acting within his or her ability (collectively "Inherent Risks"). Participant understands that Loss may result from the Inherent Risks and that equines are powerful and have the potential to be dangerous, even without warning. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, petting, leading, mounting, feeding, watching, boarding, and/or trailering equines, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant agrees that the Inherent Risks listed here are just a sampling and Participant is not relying on Released Parties to list all possible equine related risks. Participant understands that BraveHearts requires the wearing of an ASTM/SEI-certified equestrian helmet ("Helmet") for anyone under 18 years old riding an equine and highly recommends one for anyone riding an equine. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities; or, merely being in the vicinity of equines, regardless of whether Participant's presence on such real property is related to Equine Activities. The following shall be included as Released Parties: BraveHearts; the owner, lessor, and/or lessee of the equine involved in the Loss or the real property where the Equine Activity or incident causing the Loss occurred; and, each of their respective partners, spouse, heirs, beneficiaries, relatives, agents, assigns, Board of Directors, directors, therapists, participants, employees, volunteers, contractors, insurers, working students, instructors, guests, visitors, members, managers, officers, directors, owners, and others acting on their behalf (collectively "Released Parties").

2. **Release/Hold Harmless/Defend/Indemnify** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property even if caused in whole or in part by negligence, gross negligence, or other fault of Released Parties (other than willful and wanton or intentional misconduct).

3. **Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver/Severability/Modification:** This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in McHenry or Boone County, Illinois. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all proceedings, claims and/or causes of actions (collectively "Claim") for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any Claim for personal property Loss is limited to \$200.00. Participant agrees to reimburse Released Parties for attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any Claim involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any Claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release. If any provision of this Release or the application thereof is determined invalid or unenforceable, the remainder of this Release and the application of the provision to any other person or circumstance shall not be affected. This Release can only be modified in writing signed by Participant and BraveHearts' authorized representative.

4. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, insurers, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, knows that Participants has other facilities elsewhere to choose from to engage in Equine Activities, and understands that the signing of this Release is required for Participant to participate in BraveHeart's Equine Activities.

WARNING

UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISKS OF ENGAGING IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITIES

Print Name: _____ Date: _____

Signature: _____ Phone or Email: _____

Emergency Contact: _____

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Premier Accredited Center of the Professional Association of Therapeutic Horsemanship International**