



Dear Prospective Participants of The BiNA Farm,

Thank you for your interest in The BiNA Farm, Inc. Enclosed you will find general information on our programs and multiple locations, the application process and required application paperwork. Only fill out the forms which apply to you. All prospective clients need to fill out all the releases and waivers prior to participating.

Once all the completed forms have been received by our office, you will be added to our waiting list if there is not a spot available. If an opening is available, you will be contacted to schedule a pre-riding intake evaluation/assessment and told what the session cost will be. All sessions must be prepaid. Program openings are determined by a combination of meeting the needs of the individual and the availability of resources. Many of our riders return each semester and openings may be limited. Please know that we do all that we can to integrate new participants whenever possible. This application packet does not include releases for our Life Skills or Creative and Complementary Therapy Programs as those applications can be downloaded on our website at www.binafarm.org.

MISSION STATEMENT

The BiNA Farm (TBF) is committed to providing a comprehensive therapeutic environment utilizing Equine Assisted Activities and Therapies (EAAT), a Life Skills Program and Creative and Complementary Therapy Programs. We bring together those with and without special needs by offering a variety of inclusive enrichment programs that will ultimately help them to thrive personally and to make their best contribution to society.

ABOUT US

The BiNA Farm program consists of three components: Equine Assisted Activities and Therapies, Life Skills Programs and Creative and Complementary Therapies. Our programs do not focus on our clients' limitations but rather on what they can achieve. Our services are open to any person with a disability or family members who could benefit from these special forms of therapy. These therapies do not replace other forms of treatment, but rather augment them and help our clients to reach their full potential. In fact, our instructors and therapists may work closely with the clients' physicians to create the best treatment plan.

The BiNA Farm is committed to the following goals:

- Providing a nurturing therapeutic environment that focuses on the unique challenges of each client.
- Creating an atmosphere that transcends the usual rehabilitative model.
- Bringing together those with and without special needs through a variety of enrichment programs for siblings, parents, caregivers and friends.
- Providing both short and long term support for our clients and their families by offering a comprehensive program.
- Treat all clients, their families, friends, staff and animals with respect, dignity, kindness and compassion.

MULTIPLE LOCATIONS

- The Dana Hall Riding School Center located at 160 Grove Street, Wellesley, MA
- The Massachusetts Hospital School at 3 Randolph Street, Canton, MA,
- A private barn at 34 Great Rock Road in Sherborn, MA
- The BiNA Farm Center at 207 Union Street, Natick, MA 01760
- Currently we are searching for a primary home in the Metro West area to expand our existing program. However, we will continue to offer portions of our program at these locations as they are a very important part of our integrated program.

Should you have any questions regarding the application process, enclosed forms or would like to arrange a visit or check on the wait list status, please contact us at 508-651-2462 (BiNA). When you have completed your application, either mail it to our business office at: The BiNA Farm Center, 207 Union Street, Natick, MA 01760 or fax the application and all releases to: Fax: 508-651-2463 or scan and email to info@binafarm.org

Sincerely,
Coryn L. Bina
Executive Director
Co-Founder



The BiNA Farm Therapeutic Riding Program at The Massachusetts Hospital School, the Dana Hall School and our private barn APPLICATION PROCESS & PARTICIPATION POLICIES

Application Process: Available on-line or upon request, The BiNA Farm provides the required forms for participation, which must be fully completed and accepted by The BiNA Farm. The following forms are mandatory prior to participation:

- Registration & Release Form
- Participant's Application and Health History
- Authorization for Emergency Medical Treatment Form
- Consent for Release of Information
- Participant's Medical History & Physician's Statement (enclosed is also the letter to the Physician regarding this form)
- Therapist Form (OT/PT) if applicable
- Mental Health Data Form if applicable
- Therapeutic Riding Participant Questionnaire
- Release of Liability for The BiNA Farm, Inc., Massachusetts Hospital School, Dana Hall School and Equine Activity, and Mt. Misery Farm, LLC Release and Hold Harmless Agreement
- Dana Hall Riding School Center Student Waiver and Information Sheet

Each form must be signed by the appropriate party. (Note: the Medical History form must be signed by a physician.) The Therapist and Mental Health Data Forms only need to be completed if the prospective participant receives those services. T

Once all forms have been received, prospective participants will be placed on the "Rider or Program Wait List" and when an opening becomes available, they will be contacted for a pre-riding assessment conducted by staff.

Scheduling: The BiNA Farm offers numerous sessions each year, most are between 6-10 weeks due to school holidays and breaks. Each lesson is between 30-60 minutes in length based on individual's needs and scheduled program. Usually, participants with similar goals are grouped together unless you are having a private lesson. Sessions are scheduled for the same day and time each week for the length of a semester. The BiNA Farm operates Monday through Sunday during the semesters. Current clients need to give a confirmation on intent to participate for the next semester three weeks prior to it beginning. Family and sibling riding can be scheduled at the same time when scheduling permits.

Attendance: The BiNA Farm expects consistent attendance by all participants. If you are unable to attend a regularly scheduled session, notification must be made by calling The BiNA Farm office so we may provide sufficient notice to staff and volunteers. Due to our busy schedule and limited resources, we require 48 hours notice for cancellations. Credits will be issued only for an illness or injury that is documented by a doctor's note. If we are unable to fill your spot with another client, you will be charged for the lesson. If The BiNA Farm needs to cancel classes due to some unforeseen circumstance such as inclement weather then we will provide either a make-up lesson or a credit to your account. At that time, all reasonable attempts will be made to notify participants at least 2 hours prior to any cancellations we will need to make. Participants must be on time for lessons and feel free to come early and visit our community areas, animals and property. Anyone arriving more than 15 minutes late will not be able to participate in a lesson or receive a credit for such lesson. All riders, clients and guests under 18 years of age must be accompanied by an adult and remain on the designated area of the property.

Attire: Participants should dress weather appropriate and always wear long pants (even during summer), with sturdy-soled boots or shoes with a ¼ heel. Jackets and gloves are required for cold weather as the indoor arena is not heated. Riders must wear ASTM-SEI Certified helmets.

Payment: Lessons are **prepaid** on a semester basis in either 1 or 2 installments. The tuition for each semester is due one week before the first day of class unless a pre-arranged payment plan or scholarship has been established through individual arrangement with our business office. Payments can be made by check or for your convenience you may use PayPal however we will need to pass along their fees to you since we are a non profit. There will be a \$25.00 fee for returned checks.

Scholarship or Tuition Assistance Application: Through fundraising, The BiNA Farm is able to offer scholarships up to the amount of funds available, in the form of adjusted fees to those who demonstrate need. Scholarship Applications and deadline information are available on our website at www.binafarm.org and should be submitted to our business office.



REGISTRATION AND RELEASE FORM

Participant's name: _____ Date of Birth: ___/___/___ Age: _____

Weight: _____ Height: _____ Disability: _____

School or Institution Presently Attending: _____ Teacher's name: _____

Primary contact Name: _____

Check one: ___ Parent ___ Guardian ___ Executor ___ Residential Mgr. ___ Other: Specify _____

Mailing Address: Street: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Cell Phone () _____

E-mail: _____

Business Name: _____ Address: _____ Bus Phone: () _____

PLEASE READ EACH OF THE FOLLOWING ITEMS BEFORE SIGNING:

PHOTO RELEASE: ___ **I Consent** to and authorize _____ **I do not** consent to nor do I authorize
The use and reproduction by The BiNA Farm, Inc., Massachusetts Hospital School or Dana Hall School of any and all photographs and any other audiovisual materials taken of me for promotional printed material, educational activities, exhibitions, or for any other use for the benefit of the program. ___ Initial

LIABILITY RELEASE (Required): _____ (Name) would like to participate in The BiNA Farm programs. I acknowledge the risks and potential for risks of horseback riding and related equine activities, including grievous bodily harm. However, I feel that the possible benefits to myself/my child/my ward are greater than the risk assumed.
I hereby, intending to be legally bound for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against the BiNA Farm, Inc., The Massachusetts Hospital School, Dana Hall School, Mt. Misery Farm, LLC, its Board of Directors, Instructors, Therapists, Aides, Volunteers, and/or Employees for any and all injuries and/or losses I/my child/my ward may sustain while participating in the Program from whatever cause including but not limited to the negligence of these released parties.

The undersigned acknowledges that he/she has read this Registration and Release Form in its entirety; that he/she understands the terms of this release and has signed this release voluntarily and with full knowledge of the effects thereof. ___ Initial

Date: _____ Signature: _____

If participant is under 18 years of age, parent or guardian signatures are required.

TESTING RELEASE (NEW RIDERS ONLY): I have read the letter to prospective participants of The BiNA Farm programs, parents and/or teachers. I understand the importance of pre- and post-testing of new participants. I give permission for _____ to be tested by The BiNA Farm.

(Name of Participant)

Date: _____ Signature: _____

THE BiNA FARM STATEMENT OF PARTICIPANT ELIGIBILITY OR DISMISSAL

The BiNA Farm offers services to individuals with and without special needs. Eligibility for participation in The BiNA Farms' programs is based solely upon an individual's ability to participate meaningfully and safely, provided the necessary resources are available including: an instructor, horse volunteers and class available which meets an individual's needs. Financial consideration is not taken into account in determining the eligibility for participation.

Due to the nature of therapeutic riding and other equine related activities, there are individuals for whom The BiNA Farms' programs are deemed inappropriate during the evaluation process and are not accepted for enrollment or not eligible to continue in The BiNA Farms' programs. This determination is made on the basis of physical, behavioral and other limitations.

Individuals accepted into The BiNA Farms' programs are required to take part in periodic progress reviews and follow The BiNA Farms' rules and procedures. During these reviews, or as the result of unusual occurrences during a program session, The BiNA Farm professional staff may find that continuance in the program for a given individual is inappropriate. For this reason, The BiNA Farm reserves the right to discontinue the participation of an individual in its programs when it is deemed that discontinuance is in the best interests of The BiNA Farm and/or the individual concerned. The BiNA Farm reserves the right to cancel, end or change a person's participation in any program if their behavior is a threat to their health and safety or to another participant, staff member or animal.

THE BINA FARM PARTICIPANT'S APPLICATION AND HEALTH HISTORY

GENERAL INFORMATION

Participant: _____

DOB: _____ Age: _____ Height: _____ Weight: _____ Gender: M F

Address: _____

Phone: _____ Email: _____ Alternative # _____

Employer/School: _____

Address: _____

Phone: _____

Parent/Legal Guardian/Caregiver: _____

Address(if different from above): _____

Phone: _____

Referral Source: _____ Phone: _____

How did you hear about The BiNA Farm _____

HEALTH HISTORY

Diagnosis _____ Date of Onset: _____

| | YES | NO | COMMENTS |
|-------------------------|-----|----|----------|
| Vision | | | |
| Hearing | | | |
| Sensation | | | |
| Communication | | | |
| Heart | | | |
| Breathing | | | |
| Digestion | | | |
| Elimination | | | |
| Circulation | | | |
| Emotional/Mental Health | | | |
| Behavioral | | | |
| Pain | | | |
| Bone/Joint | | | |
| Muscular | | | |
| Thinking/Cognition | | | |
| Allergies | | | |

MEDICATIONS: (include prescriptions, over-the-counter; name, dose and frequency) _____

Describe your abilities/difficulties in the following areas (include assistance required or equipment needed:)

PHYSICAL FUNCTION (i.e. Mobility skills such as transfers, walking, wheelchair use, driving/bus riding)

PSYCHO/SOCIAL FUNCTION (i.e. Work/school including grade completed, leisure interests, relationships-family structure, support systems,, companion animals, fears/concerns, etc.)

GOALS (i.e. Why are you applying for participation? What would you like to accomplish?)

Signature: _____ Date: _____



AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT FORM

Name: _____ DOB: _____ Phone: _____

Address: _____

Physician's name: _____ Preferred Medical Facility: _____

Health Insurance Company: _____ Policy # _____

Allergies to medications: _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Consent Plan

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 The BiNA Farm, The Massachusetts Hospital School, Dana Hall School Mt. Misery Farm, LLC 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.

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, signed in presence of center staff

Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in case of illness or injury during the process of receiving services or while being on the property of the agency.

- Parent or legal guardian will remain on site at all times during equine assisted activities.
- In the event emergency treatment/aid is required, I wish the following procedure to take place:

Date: _____ Non-Consent Signature: _____

Client, parent or Legal Guardian, signed in presence of center staff



CONSENT FOR RELEASE OF INFORMATION

(This form only needs to be filled out by you and given to any Doctors if they are mailing or faxing us your medical information. If you are picking it up directly and submitting it to us yourself, then you don't need to fill it out.)

I hereby authorize _____
Person(s) or Place(s) releasing information

to release information from the records of _____
Participant's name

DOB: _____

The information is to be released to The BiNA Farm, Inc. for the purpose of developing an equine activity program for the above-named participant. The information to be released is marked below.

_____ Medical History

_____ Physical Therapy evaluation, assessment and program plan

_____ Occupational Therapy evaluation, assessment and program plan

_____ Speech Therapy evaluation, assessment and program plan

_____ Psychosocial evaluation, assessment, program plan, discharge summary

_____ Classroom Individual Education Plan (I.E.P.)

_____ Cognitive-Behavioral Management Plan

_____ Other: _____

Date: _____ Signature: _____
Client, Parent or Legal Guardian

Please send the indicated material to The BiNA Farm to: 10 West Central Street, Natick, MA 01760 or fax: 508-651-2463 or scan and email to info@binafarm.org



LETTER TO THE PHYSICIAN REGARDING PHYSICIAN STATEMENT

Date: _____

Dear Physician:

Your patient, _____ (participant's name) is interested in participating in supervised equestrian activities.

In order to safely provide this service, our center requests that you complete/update the attached Medical History and Physician's Statement Form. Please note that the following conditions may suggest precautions and contraindications to therapeutic horseback riding. Therefore, when completing this form, please note whether these conditions are present and to what degree.

Orthopedic

Atlantoaxial Instability - include neurologic symptoms
Coxa Arthrosis
Cranial Deficits
Heterotopic Ossification/Myositis Ossificans
Joint subluxation/dislocation
Osteoporosis
Pathologic Fractures
Spinal Fusion/Fixation
Spinal Instability/Abnormalities

Neurologic

Hydrocephalus/Shunt
Seizure
Spina Bifida/Chiari II malformation/
Tethered Cord/Hydromyelia

Other

Age - under 4 years
Indwelling Catheters
Medications - i.e. photosensitivity
Poor Endurance
Skin Breakdown

Medical/Psychological

Allergies
Animal Abuse
Physical/Sexual/Emotional Abuse
Blood Pressure Control
Dangerous to self or others
Exacerbations of medical conditions
Fire Settings
Heart Conditions
Hemophilia
Medical Instability
Migraines
PVD
Respiratory Compromise
Recent Surgeries
Substance Abuse
Thought Control Disorders
Weight Control Disorder

Thank you very much for your assistance. If you have any questions or concerns regarding this patient's participation in therapeutic equine activities, please feel free to contact the center at 508-651-2462(BINA) or email info@binafarm.org.

Sincerely,

Coryn L. Bina
Executive Director
Co-Founder
www.binafarm.org



PARTICIPANT'S MEDICAL HISTORY & PHYSICIAN'S STATEMENT

Participant: _____ DOB: _____ Height: _____ Weight: _____

Address: _____

Diagnosis: _____ Date of Onset: _____

Past/Prospective Surgeries: _____

Medications: _____

Seizure Type _____ Controlled: Y N Date of Last Seizure: _____

Shunt Present: Y N Date of last revision: _____

Special Precautions/Needs: _____

Mobility: Independent Ambulation: Y N Assisted Ambulation: Y N Wheelchair: Y N

Braces/Assistive devices _____

For those with Down Syndrome: AtlantoDens Interval X-rays, date: _____ Result: + --

Neurologic Symptoms of AtlantoAxial Instability: _____

This participant is up-to-date on all the following routine childhood immunization:

| | Yes | NO | Date: |
|------------|-----|----|-------|
| Measles | | | |
| Rubella | | | |
| Tetanus | | | |
| Pertussis | | | |
| Polio | | | |
| Diphtheria | | | |
| Other: | | | |

Please indicate current or past special needs in the following systems/areas, including surgeries:

| | Yes | No | Comments |
|-------------------------|-----|----|----------|
| Auditory | | | |
| Visual | | | |
| Tactile Sensation | | | |
| Speech | | | |
| Cardiac | | | |
| Circulatory | | | |
| Integumentary/Skin | | | |
| Immunity | | | |
| Pulmonary | | | |
| Neurologic | | | |
| Muscular | | | |
| Balance | | | |
| Orthopedic | | | |
| Allergies | | | |
| Learning Disability | | | |
| Cognitive | | | |
| Emotional/Psychological | | | |
| Pain | | | |
| Other | | | |

If you prefer to provide the requested information on your own medical form, we will accept that only when the below release section is completed, signed and dated and your form is stapled to our form.

To my knowledge, there is no reason why this person cannot participate in supervised equestrian activities. However, I understand that The BiNA Farm will weigh the medical information given against the existing precautions and contraindications. I concur with a referral of the patient to a licensed/credentialed health professional (e.g., Pt, Ot, Speech, Psychologist, etc) in the implementations of an effective equestrian program.

Name/Title: _____ MD DO NP PA Other _____

Signature: _____ Date: _____

Address: _____

Phone: () _____ License/UPIN Number: _____



THERAPIST FORM (OT/PT)

Please fill in applicable information that may be incorporated into the riding program. Thank you.

Name: _____ DOB: _____

Diagnosis: _____

Medications: _____

VisualMotor/PerceptualMotor: _____

Sensory Processing: (areas of concern/sensitivity): _____

Motor Skills: (fine motor, motor planning): _____

Joint Evaluation: _____

Functional Ability & Reflex Limitations: _____

Self-Care: _____

Adaptive Equipment (mobility, discreet trial training, ADL, Augmentative communication, PECS, etc.): _____

Sitting: balance: (include static/dynamic surfaces): _____

Behavior: _____

Safety Awareness: _____

Therapy Goals: _____

Successful Intervention Strategies used: (sensory modalities, behavioral rewards, etc.) _____

Primary Therapist Signature: _____ Date: _____

Print Name/Address/Phone _____



MENTAL HEALTH DATA FORM

Client's Name: _____

Treatment Coordinator/Therapist: _____ Phone: _____

Presenting Problems

Diagnosis (DSM-IVTR)

Axis I _____

Axis II _____

Axis III _____

Axis IV _____

Axis V (GAF) _____

History

Current Medications

| Drug | Dose | Route | Time | Purpose |
|-------------|-------------|--------------|-------------|----------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Psychiatric Treatment History

| | <u>Where</u> | <u>When</u> | <u>Diagnosis</u> |
|--------------------|--------------|-------------|------------------|
| Current Therapy | | | |
| Outpatient Therapy | | | |
| Inpatient Therapy | | | |



THERAPEUTIC RIDING PARTICIPANT QUESTIONNAIRE

It is helpful for the staff at The BiNA Farm to know your participation goals, interests, and understand your current status prior to developing a program for you. Please complete the following questions.

Name _____ DOB _____

Disability _____

Posture _____

Balance _____

Movement/Coordination _____

General Attitude & Behavior _____

Perceptual/Balance Problems _____

Communication Challenges & Methods (Verbal, Sign, PEC) _____

Cognitive Abilities (age level, multi step directions) _____

What are your goals for the riding sessions (i.e., riding skills, behavioral changes, physical improvements, paying attention). Please be specific _____

Any special considerations? (i.e., health, precautions, medications, etc.) _____

Describe any previous horseback riding experience _____

Other areas of interest or hobbies _____

Suggestions/Comments _____

Other information you would like us to know _____

How did you hear about our program? _____

Please indicate if you would like a scholarship application _____



RELEASE OF LIABILITY FOR

The BiNA Farm, Inc., Massachusetts Hospital School, Dana Hall School & Mt. Misery Farm, LLC.

This RELEASE of LIABILITY made and entered into this _____ day of _____ 200____, by and between The Bina Farm, Inc., the Massachusetts Hospital School, Dana Hall School & Mt. Misery Farm, LLC, hereinafter designated as FARM, and _____, hereinafter designated as RIDER, and if RIDER is a minor, RIDER's parent or guardian, _____. In return for use, today and on all future dates of the property, facilities and services of the FARM, the RIDER, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. **Insurance.** It is the responsibility of the RIDER to carry full and complete insurance coverage on his horse, personal property and himself.
2. **Inherent Risks and Assumption of Risks.** RIDER acknowledges there are inherent risks associated with equine activities, including, but not limited to the propensity of horses to behave in ways such as running, bucking, biting, kicking, stumbling, rearing, falling or stepping, and that horses may have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals. RIDER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the RIDER. RIDER warrants that a full and fair disclosure of RIDER's abilities has been made to the FARM. RIDER agrees to assume ANY AND ALL RISKS INVOLVED IN, OR ARISING FROM, RIDER'S USE OF OR PRESENCE UPON, THE FARM'S PROPERTY AND FACILITIES, or any land made available to the FARM for use by RIDER, including, without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationery objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

WARNING

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.

3. **Release and Covenant not to Sue.** RIDER (and if applicable, RIDER'S parent or guardian) agrees to hold FARM and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, agents and lessors (including the Owner of the property upon which FARM is located) completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of RIDER's use or presence upon FARM's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, even if such damages are caused by the negligence of the FARM, its employees, representatives or agents, except if the damages are caused by the direct, willful and wanton negligence of the FARM.
4. **Waiver of Statutory Provisions.** RIDER agrees to waive the protection afforded by and statute or law in any jurisdiction (e.g. California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release not extend to claims, material or otherwise; which the person giving the release does not know or suspect to exist at the time of executing the release.
5. **Indemnification.** RIDER agrees to indemnify and defend the FARM and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents and lessors (including the owner of the property upon which the FARM is located), against, and hold them harmless from any and all claims, causes of action, damages judgments, costs or expenses including attorney's fees which in any way arise from or are in any way connected with RIDER's use of or presence upon FARM property and facilities, or any property or facilities of other persons made available to the FARM for use by RIDER.
6. **Rules and Regulations.** RIDER agrees to abide by all of the FARM's RULES AND REGULATIONS which may be in effect from time to time.
7. **Horse Must Be In Proper Health.** If RIDER is using his horse, or a horse not owned by the FARM, the horse shall be free from infection, contagious or transmissible disease. The FARM reserves the right to refuse access or use of any horse that does not appear to the FARM to be in proper health or is deemed dangerous or undesirable.
8. **Limitation of Actions.** Any action brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to such claim. RIDER agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

RELEASE OF LIABILITY PAGE 2

9. Governing Law. This contract is non-assignable and non-transferable and is made and entered into in the State of Massachusetts and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the FARM and RIDER (parent or guardian, if RIDER is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

By signing this form in the space provided below, RIDER (or RIDER's Parent or Guardian, if applicable) acknowledges that they have read and fully understand the content of this form.

Rider's Signature

Owner's Signature

Rider's Parent/Guardian if Minor

Emergency Contact Name

Phone

Rider's Address

Phone

Equine Activity Release and Hold Harmless Agreement for The BiNA Farm, Inc., Mt. Misery Farm, LLC, The Massachusetts Hospital School and Dana Hall School

1. I, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with The BiNA Farm, Inc., Massachusetts Hospital School and Dana Hall School understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by The BiNA Farm, Inc., Massachusetts Hospital School or Dana Hall School.

3. 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 I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

4. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

5. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') 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; grooming; feeding; use of horse barn, paddock, trails or horse ring, to any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

6. 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.

Date: _____ Company: BiNA Farm, Inc., Massachusetts Hospital School, Dana Hall School & Mt. Misery Farm, LLC.

Person voluntarily entering onto this Release and Hold Harmless Agreement:

/s/ signature

Date

Printed Name

If minor, person representing himself/herself to the lawful Guardian under this

Release and Hold Harmless Agreement:

/s/ signature

Date:

Printed Name

DANA HALL SCHOOL RIDING CENTER STUDENT WAIVER AND INFORMATION SHEET

Numerous BiNA Farm programs are at the Dana Hall School therefore this form must be completed for their records.

Student's Name: _____ Student's Grade: _____

Address: _____

Town: _____ Zip: _____

Parent's Name: _____

Telephone # (Home): _____ Telephone # (Work): _____

Parent's Email: _____

Emergency Information

Additional Emergency Telephone #: _____

Health Insurance Policy #: _____

Policy Holder's Name and/or Company Name: _____

Doctor's Name: _____ Telephone #: _____

Allergy/Health Information: _____

I understand that correctly fitting, safety-approved helmets are required for all riders. Minors must wear ASTM approved helmets. _____ (please initial here)

Every precaution will be taken to provide a safe riding experience, but Dana Hall School Riding Center (DHSRC) cannot be responsible should an accident occur.

I understand and agree that DHSRC and all its employees will not be responsible for any accident that may occur. I hereby release Dana Hall and its employees from all claims, actions, judgments, damages, liabilities, costs and expenses relating to use of DHSRC, and I further agree to hold DHSRC and all its employees harmless and indemnify them against any legal proceedings, claims, actions, judgments, damages, liabilities, costs and expenses relating to any such accident or loss.

Massachusetts Chapter 128 Section 20

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 Sec. 20 of Chapter 128 of the general laws.

I have read all of the above, agree to, and understand its contents.

Parent's/Guardian's Signature: _____ Date: _____