



## **DEAR PROSPECTIVE PARTICIPANTS OF THE BiNA FARM,**

Thank you for your interest in The BiNA Farm, Inc. Enclosed you will find general information about 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 the proper releases and waivers prior to participating. Once all the completed forms have been received by our office, you will be contacted about schedule start date and told what the session will cost. If there are no open slots you will be added to the wait list. All sessions must be prepaid. Many of our clients 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 only includes releases for recreational riding. All other applications are available at our website at [www.binafarm.org](http://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 or teachers 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](mailto:info@binafarm.org)**

Sincerely,  
Coryn L. Bina  
Executive Director and Co-Founder



## **THE BiNA FARM RECREATIONAL RIDING PROGRAM APPLICATION PROCESS AND REGISTRATION AND RELEASES**

**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
- Authorization for Emergency Medical Treatment Form
- Release of Liability for The BiNA Farm, Inc. and Equine Activity Release and Hold Harmless Agreement

Each form must be signed by the appropriate party. There is a one-time application processing fee of \$25.00 for all prospective participants, payable with completed paperwork to The BiNA Farm, Inc.

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 four semesters per year- Winter, Spring, Summer and Fall. Sessions are 45 minutes in length, although 60 minutes are available for an additional fee and if spots are available. 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 each semester. Current clients need to give a confirmation on intent to participate for the next semester three weeks prior to it beginning.

**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 24 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 makeup 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 has been established through individual arrangement with our business office. Payments can be made by check or credit card via PayPal- however, being a non-profit we have to pass along the 3% fee which PayPal bills us. There is a \$25.00 fee for all returned checks.



**REGISTRATION AND RELEASE FORM FOR RECREATIONAL RIDING**

Participant's name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Employer or school \_\_\_\_\_

Primary contact Name: \_\_\_\_\_

Check one: \_\_\_\_ Parent \_\_\_\_ Guardian \_\_\_\_

Mailing Address: Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Are there any health issues you have which could interfere with you having a safe and successful time participating with recreational horseback riding, flatwork or jumping lessons? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**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., Dana Hall or The Massachusetts Hospital 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., 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.

**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.



## 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 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



## RELEASE OF LIABILITY FOR THE BINA FARM, INC.

**This is a legal document, please seek legal counsel if you don't understand the content prior to signing.**

**This RELEASE of LIABILITY** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between The Bina Farm, Inc., Massachusetts Hospital School, Dana Hall School and 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.

**Release of Liability page 2**

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.

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.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

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

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.**

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, Dana Hall School & Mt. Misery Farm, LLC., 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, and 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.

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: The BiNA Farm, Inc.

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