



## The BiNA Farm

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, the application process, and the 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.

There is a one-time application processing fee of \$25.00 payable with completed paperwork. 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. 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 are limited. Please know that we do all that we can to integrate new participants whenever possible. Please note that this application packet does not include releases for our Life Skills Programs (there is no processing fee for that application), that application can be downloaded on our website also and must be filled out prior to participation in our other programs.

When an opening becomes available, you will be contacted to schedule a pre-riding assessment, which is conducted by an instructor. The information you provide on the enclosed forms and the assessment will assist us with scheduling and determining the goals and the appropriateness of the program for an individual.

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) or [info@binafarm.org](mailto:info@binafarm.org)

When you have completed your application, either mail it to:  
The BiNA Farm, 66 Charles Street, #301(make sure 301 is on it), Boston, MA 02114  
or fax the application and all releases to: 508-651-2463

Sincerely,

Terry Snow  
Program Director

Coryn L. Bina  
Executive Director



## **The BiNA Farm, Inc.**

### **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 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.

### **LOCATION**

The BiNA Farm offers certain programs at The Dana Hall Riding School located at 160 Grove St., Wellesley and a private barn in Sherborn, MA. 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.

### **CONTACT**

Please contact us at [info@binafarm.org](mailto:info@binafarm.org) or call 508-651-2462 (BiNA) for further information or visit our website at [www.binafarm.org](http://www.binafarm.org)

66 Charles Street, #301  
Boston, MA 02114



## The BiNA Farm Therapeutic Riding Program 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. and Equine Activity 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. 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- twelve week, semesters per year- Winter, Spring, Summer and Fall. Sessions are 30-60 minutes in length based on individual's needs and scheduled program. Usually, participants with similar goals are grouped together. Sessions are scheduled for the same day and time each week for the length of a semester. The BiNA Farm operates Monday through Saturday during the twelve week semesters. 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 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 1,2 or 3 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 PayPal.

**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. Participants may apply by requesting a Scholarship Application from the program or business office.



## **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.



## 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. 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.

**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: \_\_\_\_\_



# 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			



## Participant's Application and Health History Page 2

**Medications:** (include prescriptions, over-the-counter; name, dose and frequency)\_\_\_\_\_

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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)

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

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

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

### PHOTO RELEASE

I \_\_\_\_\_Do I \_\_\_\_\_DO NOT

consent to and authorize the use and reproduction by The BiNA Farm of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

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

Client, Parent, or Legal Guardian



## 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



## 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: 66 Charles Street # 301, Boston, MA 02114



## 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 the address/phone indicated.

Sincerely,

Terry Snow,  
Program Director  
terry@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

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## Diagnosis (DSM-IVTR)

Axis I \_\_\_\_\_

Axis II \_\_\_\_\_

Axis III \_\_\_\_\_

Axis IV \_\_\_\_\_

Axis V (GAF) \_\_\_\_\_

## History

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## Current Medications

Drug	Dose	Route	Time	Purpose
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## Psychiatric Treatment History

Where

When

Diagnosis

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.

This RELEASE of LIABILITY made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between The Bina Farm, Inc., 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.

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. 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.

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

**Dana Hall School Riding Center  
Student Waiver and Information Sheet**

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: \_\_\_\_\_