



THE EQUINE DISCOVERY CENTER LLC. EQUINE THERAPY PLAYDATE INFORMATION SHEET

Under Missouri Law (Missouri Revised Statutes Chapter 537, Torts and Actions for Damages), an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

ABOUT THE EQUINE DISCOVERY CENTER LLC

The Equine Discovery Center helps children and families with Autism to heal sensory dysfunctions and to gain direct communication. We work both with horses and nature based environments.

The method used when providing equine therapy is the Horse Boy Method. The Horse Boy Method was pioneered by Rupert Isaacson, his autistic son Rowan and their Quarter Horse Mare Betsy. In 2007 Rupert, his wife Kristin and Rowan rode across Mongolia together – a journey that became the book and film “The Horse Boy”.

Since that journey the Horse Boy Foundation has helped hundreds of families in Central Texas, North America and Europe to find the same incredible results in terms of sensory healing and direct communication with the exterior world, through horses and nature based environments.

In 2013, The Horse Boy expanded their program to include Movement Method. Movement Method is a set of easy to follow philosophies and guidelines that anyone can use to create an environment that promotes learning. Based on the simple premise that KIDS MUST MOVE in order to learn it combines the most recent science with creative minds to create a kinetic learning program that works for all children whether or not they have an autism diagnosis or access to horses.

WHAT TO EXPECT

After completing your initial application form you will be invited to attend a two-hour taster session (playdate). We ask that you please print off and bring with you the attached paperwork (playdate rules, liability waiver and goals sheet with you to the session). Please note that we typically only have one horse available per playdate. Our staff and volunteers are required to work with the horses and in order for them to concentrate on doing this safely we require you to shadow your children at all times. This involves being within grabbing distance of them so that you can easily prevent them from running underneath a horse or climbing the fence into the nearby pens. If we find that you are consistently not watching your children, then for safeties sake we may ask you to leave. If numbers allow we may also be able to assign helpers to you for your other children.

Our playdates are designed to appear as unstructured as possible to the kids. We want them to delight in their new environment, explore and most importantly have fun. We never force a child to ride or take part in any other activity and we never take them away from an activity they are enjoying to come see the horses. Instead we bring the horse to them (one of our horses even comes into the house if a child is reluctant to come out). If a child is reluctant to ride or spend time with the horses, we have a number of techniques we can use to encourage them. These include tricks (our horses smile, wave and bow) and fun activities such as painting the horses. We encourage your child to take whatever interests them up onto the horse with them and may place a favorite item or toy onto the horses back in order to ignite the child's interest.

Please note though that some children, no matter what we try, just aren't interested in the horses and these children will get more out of the playdates if we stop pressuring them to ride and allow them to enjoy whatever it is they are interested in. We ask that you do the same.

NEXT STEPS

If you enjoyed your taster session, please email pamela@theequinediscoverycenter.com to see if it is possible to set up a more regular schedule. You will be asked to bring a \$50 deposit to your next appointment which is refundable if you choose to leave us unless you break our cancellation policy. We require 48 hours notice of a cancellation unless there is some sort of last minute illness or emergency. If you break our cancellation policy, we will ask that you bring a new \$50 deposit to your next session.

LOCATION

The Equine Discovery Center is located at 969 East 477th Road, Bolivar, MO, 65613. Please arrive no more than 5 minutes before the start of your session as you may disturb the last family's playdate. If you do arrive early, please stay in your car until it is time for your session. At your first visit somebody will meet you at the car and give you further instructions. In addition, it is important that you do not come by unless you have a confirmed appointment.

The reason for this is that we are not expecting people we might have horses or equipment around the house which are unsafe for children. Please do not leave the gravel pathways at any time.

WHAT TO BRING

Please make sure to bring closed toed shoes for all members of the family. These are required when spending time with the horses. We also advise that you bring long pants to wear for riding.

RULES

Please see the attached sheet titled Playdate Rules. You will be required to read and sign this in the presence of a Horse Boy staff member alongside our liability form at your taster session.

Violation of any of these rules will result in a warning. A second violation will result in the termination of your scholarship.

Disclaimer

The Horse Boy Method TM is not intended or offered as a cure for autism. Ameliorative effects may or may not occur. The method was found to be very useful with Rupert's son Rowan and with other children subsequently. We simply follow what worked for Rowan and others but there is no guarantee of outcome.

By participating in a Horse Boy Method session or training or applying them at home you accept full personal responsibility for any injury or death that can follow any equine activity. The Equine Discovery Center and The Horse Boy Foundation accepts no liability.

Please note that if your child is on mood altering drugs then this is likely to limit the effects that Horse Boy Method will have.



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Your participation in our equine program is dependent on you reading the following information. Please initial next to each rule and then sign at the bottom to indicate you have read and understand each of the following. Please note that these rules must be followed at ALL times and that exceptions can only be granted via written approval from Pamela. If it is reported that you have broken a rule, then we will give you a warning. If this happens again then we will be forced to terminate your participation with immediate effect.

___ 1. We require at least one adult per additional child under the age of 12 to attend each and every playdate (autistic or not) as well as for children on the spectrum over the age of 12. This adult must be physically fit enough to partake in ALL activities - including following the horse on a trail ride - and must stay within an arms reach of that child AT ALL TIMES.

___ 2. If for whatever reason on a certain week you are unable to bring one adult per additional child under the age of 12 then permission to still attend the playdate must be sought from Jenny at least 72 hours in advance so we can arrange for additional volunteers/staff to cover the additional child and make sure they are safe. We reserve the right to ask you not to bring the additional children if we feel we do not have the staff/volunteers to ensure everyone's safety.

___ 3. We require at least 72 hours notice if you are planning to bring additional children to those that have already been approved to attend playdates with you (whether or not they are your own children and whether or not they are on the autism spectrum or not). We reserve the right to ask you not to bring the additional children if we feel we do not have the staff/volunteers to ensure everyone's safety.

___ 4. Please do not ever bring a minor who is not your own with you to a playdate without first getting a liability waiver signed by that minor's parents or guardians. This rule stands whether or not you are intending for the minor to ride or participate in any of the playdate activities. If you

are approved to bring an additional minor to a playdate who is not your own then we will provide you with a blank waiver to take home with you for the minor's parents or guardians to sign.

___5. You, your child and any other person you bring are required to wear closed toed footwear (preferably boots) around the horses at all times. Closed toed shoes are mandatory.

___6. We suggest you bring your own helmet. Helmets are the safest when they are custom fit to your child. If you don't bring a helmet, we will provide you with one, but it is your responsibility to ensure that they are worn at all times on the horse. Exceptions can be made if your child has sensory issues upon completion of an additional waiver.

___7. Playdates are by confirmed appointment only. Please do not show up without an appointment. If you do arrive and there is nobody there, please leave immediately. This is a working farm and we might have dangerous tools, equipment and horses that are not child safe around the house when we are not expecting children.

___8. It is your responsibility to bring adequate food/water/changes of clothes with you to each and every playdate. Our volunteers are busy keeping your kids safe around the horses.

___9. We require 48 hours notice of a cancellation. If you cancel more than three times, we reserve the right to offer your spot to another family.

___10. We reserve the right to cancel a playdate, however to the best of our ability, will give at least 24 hours notice.

___11. No pets are allowed on property unless authorized by Pamela. This includes service dogs which will have to undergo an evaluation before being brought to a playdate. If you show up with an unapproved pet, we reserve the right to ask you to leave. This option is only available when your family is the only one in attendance on site.

___12. All family members under 200lbs are invited to participate in horse activities. We do however reserve the right to decide case per case if family members are physically fit enough to participate in sensory work, long lining etc. Equine Discovery center staff will also decide case by

case which family members can be long lined together and if your child is too large/heavy for back-riding and therefore should be long-lined. Family members over 200lbs are not able to participate in horse activities.

I certify that I have read and understood the above rules and that I acknowledge that violation of these rules may result in the loss of services.

Signature _____ Date _____

Print Name _____

The Equine Discovery Center LLC. – 969 East 477TH Road, Bolivar, Missouri 65613

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This agreement must be signed by all participants eighteen years of age and older, and by the parent or guardian of a participant under eighteen or other individual under legal guardianship.



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PARTICIPANT & HEALTH INFORMATION

Name/Relationship_____

Age_____ Weight _____ Height_____

Special needs/Medical Conditions/Medications/Allergies*

* Any previous medical conditions, surgeries or injuries that could influence any participant's safety around horses (including but not limited to: back injuries, dizziness, head injuries, cardiovascular conditions, stroke or other brain conditions, high blood pressure, cancer, diabetes, Gastrointestinal, neurological, easy bleeding, PREGNANCY, Asthma) Medical conditions will NOT automatically disqualify you but we need to know to know how to keep you safe!

EMERGENCY INFORMATION

Parent / Guardian Name_____

Parent / Guardian Address_____

Daytime Phone # _____

Evening Phone # _____

Emergency Contact Name _____

Relationship _____

Daytime Phone # _____

Doctor Name _____

Medical Insurance _____

Insurance # _____

Alternate Phone # _____

Doctor Phone # _____

Emergency Medical Care Authorization: I authorize The Equine Discovery Center, LLC to obtain medial treatment for me or for my child. I will pay for all medical expenses due.

Signature _____ Date _____



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LIABILITY RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS RELEASE OF LIABILITY WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING A FUTURE LAWSUIT.

1. THIS RELEASE OF LIABILITY (“Agreement”) is executed on _____, 20__, by and between The Equine Discovery Center, LLC, a limited liability company with its principal place of business located at 969 East 477th Road, Bolivar, Missouri 65613 (“Company”), and _____, [insert name of Participant] whose address is _____

*(“Releasor”). The term Releasor includes all participants, including but not limited to parents and guardians or other parties named above, attending the Program (as defined below) with Releasor.

2. In consideration of being permitted to participate in The Equine Discovery Center program (the “Program”), Releasor, which term further includes Releasor and his or her personal representatives, assigns, heirs, next of kin, administrators, and executors, hereby releases, waives, and discharges Company, its officers, members, promoters, sponsors, successors, assigns, representatives, affiliates, or owners, and each of them, their officers and employees, all referred to as Releasees, from all liability to Releasor, for all loss or damage and any claim or damage therefor, on account of any injury to person or property or resulting in the death of Releasor, whether caused by the negligence of Company or Releasees, from any accident which may occur as a result of participation in the Program or any activities in connection therewith, or otherwise. Releasor also hereby releases the Releasees for any lost, stolen, or destroyed property belonging to Releasor.

3. Releasor agrees to defend, indemnify, and hold harmless Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Releasor in or on the premises or other related location where the Program takes place (the “Property”) and/or in connection with the Program, whether caused by the negligence of Releasees or otherwise. Releasor assumes full responsibility for and risk of bodily injury, death or property damage due

to negligence of Releasees or otherwise while in or on the Property and/or participating in the Program.

4. Releasor expressly agrees that this Agreement is intended to be at least as broad and inclusive as permitted by the laws of the State of Missouri, even if the Program occurs outside Missouri, and that, if any portion of the Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. Releasor releases Releasees, all officials, and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered to Releasor during participation in the Program. If a legal guardian or parent is signing this document on behalf of a minor, the person signing authorizes any licensed physician, emergency medical technician, hospital, or other medical facility to treat any such injuries and any related conditions that may be encountered during the course of attempting to treat such injuries.

6. Though The Equine Discovery Center LLC. and Horse Boy LLC. hopes the Program will be a positive experience for Releasor, Releasor hereby acknowledges and agrees that no representations or warranties are made regarding the program or any results from it.

7. This Agreement contains the entire agreement between the parties to this Agreement and the terms here are contractual and not a mere recital. This Agreement is governed by Missouri law; the parties agree that venue and jurisdiction for any disputes will be in the courts of Polk County, Missouri.

8. Releasor states that Releasor has carefully read and understands the above Agreement and signs it as Releasor's own free act.

9. Intellectual Property Ownership: Ownership Of Intellectual Property: Releasee hereby acknowledges and agrees that the Program is the sole and exclusive owner of all Training materials, the Marks, all goodwill associated with them, and any other content created in connection with the Program (the "Intellectual Property"). Releasee further agrees that it will never challenge the validity or ownership of the Intellectual Property or assist or induce a third party to do so. Releasee shall not apply to register any of the Marks, or claim any rights in any of the Intellectual Property, in any country of the world. Releasee further agrees not to represent that it is the owner of any of the Intellectual Property. Image Release: Releasee hereby grants the Program permission to use, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, Trainee's image, voice, visual likeness (the "Personal Information") throughout the world, by incorporating it or them into publications catalogues, brochures books, magazines, photo exhibits, motion pictures, and/or other media, or commercial, informational, educational, advertising, or promotional materials thereto (together, the "Works"). Releasees waive any right to inspect or to approve any Works that may be created

using the Personal Information and waive any claim with respect to the eventual use to which the Personal Information may be applied. Releasee understands and agrees that The Equine Discovery Center is and shall be the exclusive owner of all right, title, and interest including copyright, in the Works and that Releasee will not receive payment for any use of the Personal Information. _____ (initial)

UNDER MISSOURI LAW (MISSOURI REVISED STATUTES CHAPTER 537, TORTS AND ACTIONS FOR DAMAGES), AN EQUINE ACTIVITY SPONSOR, AN EQUINE PROFESSIONAL, A LIVESTOCK ACTIVITY SPONSOR, A LIVESTOCK OWNER, A LIVESTOCK FACILITY, A LIVESTOCK AUCTION MARKET, OR ANY EMPLOYEE THEREOF IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR LIVESTOCK ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE OR LIVESTOCK ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.

I certify that all I and any other participants I am signing for are able to engage safely in this Program and know of no physical or other condition that may make participation unsafe.

Signature _____

Print Name _____

(If under 18, Parent/Guardian Signature) _____

Date _____



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HELMET WAIVER (FOR RIDERS 18 YEARS OF AGE AND OLDER, ONLY. CHILDREN UNDER 18 MUST WEAR HELMETS.)

The Equine Discovery Center, LLC has offered a helmet to me and urges that I wear it during my equine activity. Understanding that I may suffer injuries, which could be serious and which might have been avoided if a helmet had been worn, I nevertheless choose not to wear a helmet. My assumption of risks and agreements of release and indemnity extend to any and all loss that I may suffer as a result of my choice not to wear a helmet in my equine activity. We suggest you bring your own helmet. Helmets are the safest when they are custom fit to your head. If you don't bring a helmet, we will provide you with one, but it is your responsibility to ensure that they are worn at all times on the horse.

Signature: _____

Date: _____

GOALS

Name:

DOB: _____

Grade Level (according to age):

Grade Level (according to ability):

Type of Schooling:

Interests/Passions (please be specific):

Example: Barney, Trains, The Lego Movie, Rocks, Planets, Minecraft etc.



LIMITED LIABILITY WAIVER AND RELEASE

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in a farm visit, use of our playdate play area or other farm activities made available to me by **The Equine Discovery Center, LLC at 969 East 477th Road, Bolivar, Missouri, 65613** and/or the use of the property, facilities and services of The Equine Discovery Center, LLC. and its affiliates, I agree for myself and for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Equine Discovery Center LLC, its employees, representatives and agents.

2. I recognize that there are certain inherent risks associated with the above described activities and I assume full responsibility for personal injury to myself and my family members and our property. 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 Michael and Pamela Witt, The Equine Discovery Center, LLC. and its members, officers, managers, agents & employees for any injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Equine Discovery Center, LLC, whether caused by the fault of myself, my family, The Equine Discovery Center, LLC or other third parties.

3. I agree to indemnify and defend Michael and Pamela Witt, The Equine Discovery Center, LLC. and its members, officers, managers, agents & employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Equine Discovery Center, LLC.

4. I agree to pay for all damages to the facilities, animals, or equipment of The Equine Discovery Center, LLC caused by my or my family's negligent, reckless, or willful actions.

5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Missouri law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

This form must be signed by the parent or legal guardian of the student(s) listed below. No exceptions.

SIGNATURE: _____

TODAY'S DATE: _____

PRINT NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____ CELL: _____

HOME: _____ EMAIL: _____

[Please list all members of your family for whom this release might apply:]

NAME: _____ AGE: _____

NAME: _____ AGE: _____

NAME: _____ AGE: _____

NAME: _____ AGE: _____



MARKETING RELEASE

Thank you for joining us today! Please review and sign the release form below.

I ___ DO or/ ___ DO NOT consent to and authorize the use and reproduction by The Equine Discovery Center, LLC. of any and all photographs and any other audio/visual materials taken of me and/or my family for promotional materials, educational activities, exhibitions, grant-writing or for any other use for the benefit of the trail and related programs.

Additionally, I ___ DO or/ ___ DO NOT consent to and authorize the use of any testimonials and/or written and spoken quotations from me and/or my family for promotional materials, marketing purposes or any other use.

Photographs, video and testimonials may be used on the web, in social media and in print.

This form must be signed by the parent or legal guardian of the student(s) listed below. No exceptions.

SIGNATURE: _____

_____ TODAY'S DATE: _____

PRINT

NAME _____

ADDRESS:

CITY/STATE/ZIP: _____ CELL:

_____ HOME:

_____ EMAIL: _____

[Please list all students in your family, for whom this release might apply:]

NAME: _____ AGE:

NAME: _____ AGE:

NAME: _____ AGE:

NAME: _____ AGE:

NAME: _____ AGE:
