

## CAROUSEL THERAPEUTIC RIDING

**Application Forms:** Carousel Therapeutic Riding (Carousel) held at the North Jersey Equestrian Center (NJEC, and together with Carousel, the Center) provides all necessary forms for applicants wishing to ride at the Center. Forms must be completed, dated and signed by all appropriate parties prior to participation. Please note, a physician must sign the Medical History Form. Once completed, please return the forms to:

**Lucy Silvestri, 1 Carlson Place, Pompton Plains, New Jersey, 07444**

Once the forms have been received, prospective participants will be contacted for a pre-riding assessment conducted by our staff.

The information you provide on these forms and the assessment will assist the Center with:

1. Determining the appropriateness of the program for the participant;
2. Scheduling lessons; and
3. Goals for the student.

**Scheduling:** Sessions are open ended with goals and objectives reviewed every eight (8) weeks. Lessons are weekly and for thirty (30) minutes each. Lessons can be scheduled for the same day and time each week.

**2020 Costs:** Thirty (30) minute lessons are \$65.00 each. *Lessons may be paid for in a variety of ways (cash, check, packages, public funding).*

**Attendance:** We understand that absences from lessons are sometimes unavoidable. Experience has shown us that participants who consistently attend their lessons show greater improvement in the areas of physical stamina, balance, posture and coordination. If you or your child are unable to attend a scheduled lesson, notification must be made by calling our director, Lucy Silvestri, at 646-763-2331, as soon as the absence is anticipated so that way we may provide sufficient notice to staff and volunteers. Full payment will be charged for students who do not show up for a lesson or did not call to cancel at least 24 hours in advance. Lessons cancelled 24 hours in advance will be given the opportunity to reschedule at the instructor's convenience.

**Timeliness:** Lessons that start late result in the loss of valuable learning and riding time. We are unable to extend the lessons beyond the regularly scheduled end time. Please allocate an hour of time for most Center lessons as participants are not only riding but learning about horse care etc. Kindly be on time for your lessons.

**Attire:** We will provide riding helmets, which are mandatory when working with our therapy horses. Should you have your own helmet, it must be ASTM-SEI approved. Participants should dress in a weather appropriate manner and always wear long, non-slip pants even during the summer months. Jackets and gloves are required for cold weather, as the indoor arena is not heated. Sturdy soled boots or shoes with riding type heels are required (no clogs, flip flops or sandals please).

**CAROUSEL THERAPEUTIC RIDING LLC doing business at NORTH JERSEY EQUESTRIAN CENTER LLC  
RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT**

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

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities (defined below), while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (i) The propensity of an equine animal to behave in ways that result in injury, harm, or death to nearby persons (ex: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine animal's reaction to such phenomena as sounds (ex: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, music, etc.), sudden movement, and unfamiliar objects (ex: jumps, poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, barrels, etc.), persons, or other animals (leashed or unleashed dogs, wildlife, other equines, etc.); (iii) Certain natural hazards, such as surface or subsurface ground conditions (ex: ground holes, uneven terrain, slippery or deep footing, conditions of trails and riding rings, construction material, etc.); (iv) Collisions with other equine animals or with objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to the Participant or others, including but not limited to failing to maintain control over the equine animal or not acting within the Participant's ability. Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to, those defined in the New Jersey Equine Activity Liability Statute, NJ ST 5:15-1 *et seq.*, as well as riding another's equine, petting, leading, mounting, feeding, watching, transporting, visiting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant understands and agrees that NJEC's rules require the wearing of an ASTM /SEI-certified equestrian hard hat ("Hard Hat") for anyone mounted on an equine. Participant is not relying on Released Parties (defined below) to provide him/her with a Hard Hat, check his/her Hard Hat or its harness strap for proper fitting, or monitor his/her wearing of a Hard Hat at any time now or in the future, and in the event Released Parties provide Participant with a Hard Hat, Released Parties make no guarantees, representations, or warranties whatsoever including, but not limited to, proper size, fit, condition, or level or degree of protection. Participant agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for Participant's personal safety, to purchase and maintain Participant's own health and liability insurance, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding an equine owned by Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property where equines are present, regardless of whether Participant's presence on such real property is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: NJEC, Karl I. Bauer, and their respective, family, heirs, agents, assigns, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, lessors, lessees, licensors, licensees, and/or others acting on their behalf (collectively "Released Parties").

2. **Release/Hold Harmless/Defend/Indemnify:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively "Loss") incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (except NJEC's negligent disregard for Participant's safety which causes the injury; or intentional injuries to Participant by NJEC).

3. **Governing Law/Accident Report/Jury Waiver:** This Release shall be construed and enforced in accordance with the laws of the State of New Jersey and all disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively in Morris County, New Jersey. Participant agrees that any and all claims or suit for Loss by Participant against the Released Parties requires an incident report including Participant's name and address, a brief description of the accident or incident, the location of the accident or incident, the alleged cause of the accident or incident, the names of any other persons involved in the accident or incident and witnesses, if any, must be delivered to NJEC within 180 days of the accident or incident giving rise to the claim or suit or the claim or suit is barred. Participant agrees to waive trial by jury in any claim or suit against Released Parties and any claim or suit for personal property Loss is limited to \$500.00.

4. **Severability/Modification/Expiration:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Karl I. Bauer. Participant agrees that this Release does not expire.

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

**WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997, c.287 (C.5:15-1 et seq).**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Participant signing on my own behalf, and, if applicable, on behalf of my minor child as a participant

Printed Name: \_\_\_\_\_ Phone/E-Mail: \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

Minor Participant's Name and Date of Birth: \_\_\_\_\_

**LIABILITY RELEASE FORM**

Name: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

UNDER NEW JERSEY LAW, AN EQUINE EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPATE IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS ASSOCIATED WITH EQUINE ANIMAL ACTIVITIES PURSUANT TO PL, C287c. 5:15 TO 5:151-12.

I understand that under the New Jersey Equine Liability Act, each participant who engages in equine activities, accepts the risks, including, but not limited to:

1. the propensity of equines to behave in dangerous ways that may result in injury to the participant,
2. the inability to predict an equine’s reaction to sound, movements, objects, persons, or animals,
3. the hazards of surface or subsurface conditions, and
4. hazards related to the use of the Center and relating to any animals, facilities or equipment owned or leased or used or simply located on the Center.

PLEASE NOTE: It is the policy of the Center that the police be called in the event of an emergency.

I have been advised that I must wear an ASTM-SEI approved helmet at all times while at the Center.

I hereby, am legally binding myself, my heirs and assigns, executors, ward and/or administrators and forever waive and release the Center of any and all claims related to any damages and/or injuries of any parties or objects of the Center, including but not limited to, the Center’s members, board of trustees, officers, staff, owners, instructors, volunteers, aides, therapists for any and all injuries and/or losses that I/my ward may sustain while participating in activities at the center.

This release shall remain valid until expressly revoked in writing by a participant, the parent or guardian.

I have read and understand the hereinbefore provided information and agree with the terms in their entirety.

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

**PARTICIPANT'S APPLICATION & HEALTH HISTORY**

(To be completed by Participant/Parent/Legal Guardian)

**GENERAL INFORMATION**

Participant: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (c) \_\_\_\_\_

Email: \_\_\_\_\_

Employer/School: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

How did you hear about the program: \_\_\_\_\_

## HEALTH HISTORY

Diagnosis: \_\_\_\_\_ Date of Onset: \_\_\_\_\_

*Please indicate current or past special needs/challenges in the following areas:*

	Yes	No	COMMENTS
Allergies			
Behavioral			
Bone/Joint			
Breathing			
Circulatory			
Communication			
Digestion			
Elimination			
Emotional			
Hearing			
Heart			
Muscular			
Pain			
Sensory			
Thinking/Cognition			
Vision			

**MEDICATIONS:** (Include prescription, over-the-counter; name, dose, frequency)

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**ALLERGIES TO OVER-THE-COUNTER DRUGS:** (Aspirin, Benadryl etc.)

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**PHYSICAL FUNCTION:** (Mobility skills such as transfers, walking, wheelchair, use)

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**PSYCHOLOGICAL FUNCTION:** (Work/School Including Grade Completed, Leisure Interests, Relationships, Family Structure, Support Systems, Companion Animals, Fear/Concerns etc.)

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

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

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

Parent/Legal Guardian/Participant

## **FACILITY SAFETY POLICY**

1. Safety is our highest priority. Please observe our policies and posted signs. Authorized personnel are the only ones permitted to use mounting blocks and/or all ramps.
2. Confidentiality is also very important for both the Center and its participants. Any information regarding students, volunteers, staff, visitors and/or horses is strictly confidential and not to be disseminated in any fashion.
3. Photography and/or video of any activities or individuals at the Center is strictly prohibited without prior consent from both staff and parents/individuals.
4. All participants must be dressed appropriately for all activities and especially for safe riding. An ASTM-SEI approved riding helmet, properly fitted and secured, is mandatory for all activities and riding. Long pants are required with shirts/jackets tucked in and/or zippered. Long hair must be tied back and no dangling jewelry is allowed. No clogs, sandals, or flip-flops are to be worn by anyone at the Center.
5. Either a parent, caretaker and instructor must accompany participants at all times.
6. Parents, caretakers, legal guardians or caregivers must remain at the Center and supervise the participants, on premises, during all activities and lessons. No participant drop offs are permitted.
7. Eating and drinking while participating in activities is strictly forbidden, this includes chewing gum.
8. Please refrain from offering food to participants without permission as they may have a medical condition (such as food allergies, diabetes etc.).
9. Any problems and/or conflicts, should they arise, will be handled immediately by the Center and will include all parties involved and staff. Please do not hesitate to contact the program director should these matters need further attention.
10. The speed limit approaching the Center is 5 mph. Parking is only allowed in the designated area. Kindly ensure that all car alarms be turned off prior to exiting your vehicle.
11. Smoking, consuming alcohol, abusing legal drugs or using any type of illegal substance is not permitted anywhere at the Center.
12. For the safety of all, please be sure that all cell phones are silenced and that cell phone usage be kept at a minimum. Unexpected noises may not only startle the horses but can often distract participants during their learning.
13. No pets are permitted anywhere on the premises of the Center.
14. Behave calmly around the horses. No running is permitted at the Center. Use of soft voices is best when possible. The center clearly understands that certain participants may not be able to accommodate this.
15. Please do not feed the horses as hand feeding encourages biting. It is important for our horses' health that the Center monitor what they eat. Horse treats may be brought to the Center, once prior staff approval is obtained, and thereafter they will be left with the staff and will be distributed with the participant when appropriate.
16. Participants will be encouraged to clean up after themselves. This helps to keep the Center safe, neat and clean.

**CONFIDENTIALITY STATEMENT**

Name: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Individuals have a right to privacy that gives them control over the dissemination of their medical, financial, personal and/or other sensitive information. Carousel Therapeutic Riding and North Jersey Equestrian Center (collectively, the Center) will preserve the right of confidentiality for all individuals at the Center.

Trustees, full and part time staff, independent contractors, all employees, volunteers, participants, parents, guardians, families, or any business providing service(s) to the Center are bound to keep confidential all medical, social, financial and personal information, obtained either accidentally or on purpose whether in person or electronically, regarding any individual, his/her family, business involvement, etc. at the Center without the specific written consent of that individual or his/her parent/guardian.

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

Participant/Parent/Guardian

**PHOTO RELEASE**

I \_\_\_\_\_ DO  
\_\_\_\_\_ DO NOT

Consent to and authorize the use and reproduction by the Center of any and all photographs and any other audio/visual materials taken of me/my ward/child for promotional material, educational activities and exhibitions or for any other use for the benefit of the program and the Center.

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

Participant/Parent/Guardian