

CONFIDENTIALITY STATEMENT
Avalon Farm Retreat Center

Confidentiality is the cornerstone to building a safe and trusting relationship in which everyone can speak openly and honestly. Additionally, both State and Federal laws require that confidentiality be protected through the use of certain information and privacy safeguards.

All electronic correspondence from Avalon Farm complies with HIPAA confidentiality standards for protecting client privacy. This protection includes the use of the most current electronic and telephone safeguards in communicating with insurance companies and making information transfers to referring and consulting professionals.

During the term of this Agreement, clients, employees and volunteers may have access to confidential information and trade secrets relating to Avalon Farm Retreat Center. Client agrees that it shall not, without the prior written consent of Avalon Farm Retreat Center, either during the term of this Agreement or thereafter, directly or indirectly, use for any purpose other than for the purposes intended in this Agreement or disclose to any third party any such information.

This Agreement is executed in and intended to be performed in the state of North Carolina and the laws of North Carolina shall govern its interpretation and effect. This Agreement shall remain in full force and effect from the date first above written until the date on which client, volunteer, employee or Avalon Farm Retreat Center provides written notice of its desire to terminate this Agreement, but in any event, after termination, the paragraph above, shall remain in full force and effect after termination of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, the day and year first above written.

Witness

Client

By: _____

Name and title _____

Avalon Farm

Witness

By: _____

Kimberly Clarke

Kimberly Clarke
Avalon Farm
166 Fair Oaks Lane
Stony Point, NC 28678
(704) 651 4800
www.healingwithhorses.com

Healing With Horses Program Registration Packet



Date: _____

Client: _____ Date of Birth: _____ Age: _____

Address: _____

Parents or Guardian: _____

Address: _____

Phone Numbers _____

Email Address: _____

In case of emergency:

Contact: _____ Phone: _____

Or Contact: _____ Phone: _____

Have you or your child ever been around a horse or pony? Please describe when, where, response.

Please provide any scheduling information you have that will help us meet your needs, i.e.: Preferred Days/Times/Hours of school/Hours of work:



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Kimberly Clarke
Founder / Director
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Kimberly@healingwithhorses.com

Please use the space to provide any additional information or experience you would like to provide that will help the Avalon team best serve you/ your child's needs:

If services are for your child, does your child have siblings? If so, have they ever been around or on a horse/pony? Please describe.

Medication (include prescription, over the counter, name, dose, and frequency):

Describe participant's abilities/ difficulties in the following areas (include assistance required or equipment needed).

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

PSYCHOSOCIAL FUNCTION (ie Work/ school, leisure interests, support systems, family relationships, companion animals, fears/ concerns/aspirations, etc):

COMMUNICATION FUNCTION (ie verbal, non-verbal, gestural, picture/symbols – Methods used for current communication, etc.):

GOALS (ie Why did you apply for participation?) What would you like to accomplish?):

HEALTH HISTORY

Please indicate current or past problems in the following areas:

Vision _____

Hearing _____

Sensation _____

Communication _____

Heart _____

Breathing _____

Digestion _____

Elimination _____

Circulation _____

Emotional _____

Behavioral _____

Pain _____

Bone/Joint _____

Muscular _____

Thinking/ cognition _____

Allergies _____

INTAKE ASSESSMENT- Child/Adolescent

Child's Name _____ DOB _____ DATE _____

Gender __ M __ F Ethnicity: __ White __ Black __ Biracial __ Hispanic __ Asian __ Other

Name of person completing this form _____

Relationship to client _____

Responsible Party Information:

Responsible Party Name _____

Relationship to client _____

What is the best way to contact responsible party? _____

Current custody status: __ Parents __ Sole Parental Custody __ Joint Legal Custody

__ DSS Custody __ Other: _____

List all persons who may be bringing this child to the therapy sessions: _____

Household Information:

Client's Address _____

Client's current living situation: __ at home with parents __ With other family

__ Foster Care __ Residential placement __ other (explain) _____

Please list all members of the household

Name	Relationship to client
_____	_____
_____	_____
_____	_____

Please list any other significant family members who do not live with client: _____

School Information:

School Name _____

Teacher (Name) _____

Grade level _____ Academic Performance: __ Excellent __ Good __ Fair __ Poor __ Failing

Behavior in school: __ Excellent __ Good __ Fair __ Poor __ Failing

IEP in place? __ no __ yes (explain) _____

INTAKE ASSESSMENT- Child/Adolescent

Developmental history:

Was your child: ___Planned ___ Breast Fed ___ In Day Care ___ Unplanned ___ Bottle fed
___ Kept at home ___ Exposed to medication/drugs/alcohol in the womb

___ Difficult or high-risk pregnancy or delivery

At what age did your child: Talk ___ Walk ___ Potty Train ___

Describe any developmental delays _____

Medical History Has your child experienced any of the following? (please explain)

___ Childhood trauma (Explain) _____

___ Severe illness, injury, surgery _____

___ Allergies (foods,drugs,substances) _____

___ Chronic medical problems _____

___ Significant family medical history _____

___ Significant family mental history _____

___ Prior mental health diagnosis _____

___ Prior developmental diagnosis _____

Primary care physician _____

Current medications	Name	Dosage
_____	_____	_____
_____	_____	_____

Treatment History

Please list all mental health treatment or hospitalizations:

Facility/Therapist:	Purpose	Current	Past
_____	_____	_____	_____
_____	_____	_____	_____

Other agency services/relationships in the last six months:

___ Child Protective Services	___ Justice system	Other: _____
___ Other DSS Services	___ Disability/Social Security	Other: _____
___ Occupational Therapy	___ Speech therapy	Other: _____

INTAKE ASSESSMENT—Child/Adolescent

Social/Family Information

Religious preference: _____

Involved in local church? No Yes _____

Normal Bedtime: _____ Number of hours usually Slept: _____ Where does your child sleep? _____ - _____

How is your child usually disciplined? _____

What is your child's diet like? _____

Our household is usually (check all that apply) quiet calm highly structured
 lots of conflict noisy active/busy more relaxed/unstructured tense

What activities does your child enjoy?

Video games telephone Sports TV/Movies Reading
 Shopping Internet/computer Art/crafts Playing outside
 Being with friends Playing with toys
 other _____

Is there anything else you would like for us to know about your child's home life? _____

Current Treatment Focus

What brings you and your child to our office/facility today? _____

What services are you seeking? Individual Therapy Psychological/Educational Testing
 Family Therapy Psychiatric Services or Medications Management
 other (explain) _____

I/we would like to address the following: (check all that apply)

my child's mood or emotional state My child's behavior My child's school performance
 My child's sleep, eating or physical concerns My child's cognitive/mental functioning
 My child's relationships with family or peers Parenting Family relationships
 Divorce Abuse/neglect
 Other _____

INTAKE ASSESSMENT-Child Adolescent

Child Assessment: Please check all of the following that currently apply to your child:

Please indicate past concerns with the letter "P"

- | | | |
|---|---|---|
| <input type="checkbox"/> Anxiety | <input type="checkbox"/> Hurts others | <input type="checkbox"/> Hyperactive |
| <input type="checkbox"/> Depressed Mood | <input type="checkbox"/> Lying | <input type="checkbox"/> Stealing |
| <input type="checkbox"/> Attention problems | <input type="checkbox"/> Panic attacks | <input type="checkbox"/> Worries all the time |
| <input type="checkbox"/> Racing thoughts/speech | <input type="checkbox"/> Destroying Property | <input type="checkbox"/> Impulsive |
| <input type="checkbox"/> Obsessions/Compulsions | <input type="checkbox"/> Defiance | <input type="checkbox"/> Low self-esteem |
| <input type="checkbox"/> Excessive fears phobias | <input type="checkbox"/> Blames other for mistakes | <input type="checkbox"/> Suicidal thoughts |
| <input type="checkbox"/> Dissociative states | <input type="checkbox"/> Angry/resentful | <input type="checkbox"/> Suicide attempts |
| <input type="checkbox"/> Touchy/irritable | <input type="checkbox"/> Lack of conscience | <input type="checkbox"/> Self-mutilation |
| <input type="checkbox"/> Nightmares | <input type="checkbox"/> Bizarre behavior | <input type="checkbox"/> Sexually active/acting out |
| <input type="checkbox"/> Sleep problems | <input type="checkbox"/> Clingy | <input type="checkbox"/> Difficulty with change |
| <input type="checkbox"/> Bedwetting/incontinence | <input type="checkbox"/> Separation anxiety | <input type="checkbox"/> Seems to overreact |
| <input type="checkbox"/> Needs Predictability/routine | | <input type="checkbox"/> Tantrums /"meltdowns" |
| <input type="checkbox"/> Running Away Unexplainable mood shifts | | <input type="checkbox"/> Difficult to parent |
| <input type="checkbox"/> Parent feels overwhelmed | <input type="checkbox"/> Conflicting parenting styles | <input type="checkbox"/> Argues with adults |
| <input type="checkbox"/> Deliberately annoys people | <input type="checkbox"/> Parental marital problems | <input type="checkbox"/> Doesn't seem to listen |
| <input type="checkbox"/> Adopted or in foster care | <input type="checkbox"/> Seems adult like or older | <input type="checkbox"/> Seems younger than age |
| <input type="checkbox"/> Lots of physical complaint | <input type="checkbox"/> Life has been unstable | <input type="checkbox"/> Life changes pending |
| <input type="checkbox"/> Takes excessive risks | | |

Please use the space below to tell us anything else you would like for us to know in order to best help your child:

How did you hear about us? Yellow pages Friend/client Internet Court-Ordered

Attorney: _____ Doctor: _____ Other: _____

I certify that the information provided above is correct to the best of my knowledge and that I am authorized to provide such information on behalf of this client

_____ (Signature) _____ (Date)

HORSE SAFETY CONTRACT

All Avalon Farm programs emphasize creativity and responsiveness in relating to horses. The only parameters we stress involve safety. If it is deemed that you are not able to contribute to your own safety, and thus contribute to the safety of the group in group settings, you may be asked to seek support outside of the workshop / session before being invited to continue. The following guidelines will make the experience more enjoyable for everyone involved, including the horses.

Only touch horses you have been introduced to.

When leading the horse, never wrap the lead line around your hand. Do not lay the line over your neck or shoulder.

Avoid standing directly in front of or directly behind the horse. When walking behind the horse to get to the other side, put your hand on the horse's hindquarters and move around him with your body close to his body. This allows the horse to know where you are and keeps you from stepping into kicking range (about two feet out from the horse's body). Children who cannot comfortably reach the horse's hindquarters are not tall enough to walk safely behind the horse in this manner and should always ask for assistance in walking around the horse. When two people are working with the same horse, they should stand on the same side of the horse.

Do not hit the horse. Physical violence only escalates the horse's impulse to run or fight.

Stop what you are doing and move away from the horse or return to the neutral leading position when the instructor calls a "Time Out". Wait quietly for further instruction.

If a horse begins to panic, give him some space. Do not try to restrain him. If the panic escalates, LET THE HORSE GO! Call "Time Out" or "Loose Horse".

As prey animals, horses are very sensitive to the feelings of their herd members as well as the human beings who interact with them. Feelings are a primary source of information to this species. Pay attention to your feelings and how these feelings are changing. If you get frustrated, fearful, or angry, call your own "Time Out" and reassess the situation. Do not hesitate to ask for help.

It is not uncommon for human handlers to pick up feelings that actually belong to the horses. If you have distressing feelings that you cannot name or have no logical reason for, call your own "Time Out" and consult an instructor. Many instances of horse panic can be avoided by listening to and analyzing these feelings before they evolve into extreme behaviors.

Remember to breathe. Horses give and receive information through the quality and frequency of their breathing. Holding your breath or producing quick shallow breaths convey feelings of stress and fear to the horses and can cause them to become stressed or fearful.

I have read the safety guidelines above and will listen to the accompanying demonstration. I agree to follow these guidelines to the best of my ability and ask for help when I am having difficulty with any of the Avalon Farm activities. I agree to be responsible for my own safety and thus contribute to the safety of the group.

Name: _____ Date: _____

Signature: _____

Healing With Horses Program Registration Packet



Date: _____

Client: _____ Date of Birth: _____ Age: _____

Address: _____

Parents or Guardian: _____

Address: _____

Phone Numbers _____

Email Address: _____

In case of emergency:

Contact: _____ Phone: _____

Or Contact: _____ Phone: _____

Have you or your child ever been around a horse or pony? Please describe when, where, response.

Please provide any scheduling information you have that will help us meet your needs, i.e.: Preferred Days/Times/Hours of school/Hours of work:



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Sensation _____

Communication _____

Heart _____

Breathing _____

Digestion _____

Elimination _____

Circulation _____

Emotional _____

Behavioral _____

Pain _____

Bone/Joint _____

Muscular _____

Thinking/ cognition _____

Allergies _____

PARTICIPANT’S CONSENT FOR RELEASE OF INFORMATION

I hereby authorize: _____ (Facility/ Person)

To release information from the records of : _____ (Participant Name) whose Date of Birth is: _____.

The information is to be released to: Kimberly Clarke, for the purpose of developing a proper program level for the above named participant. The information to be released is marked below:

- ___ Medical History
- ___ Occupational Therapy evaluation, assessment and program plan
- ___ Speech Therapy evaluation, assessment and program plan
- ___ Physical Therapy evaluation, assessment and program plan
- ___ Psychosocial Evaluation, assessment and program plan
- ___ Cognitive-Behavioral Management Plan

Other: _____

Avalon agrees to maintain all information received in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

Date: _____ Signature : _____ (participant, parent, or guardian)

Please send materials to:
Kimberly Clarke
Avalon
A Farm/Retreat Center
166 Fair Oaks Lane
Stony Point, NC 28678

EQUINE ACTIVITIES RELEASE

Each of the undersigned recognizes and assumes the unavoidable risks inherent in all equine activities, that is activities concerning or relating to the horse (a mammalian placental of the genus and species *Equus caballus*, family Equidae), including bodily injury and mental and emotional injury resulting therefrom or relating thereto, to the horse, rider, and spectator. By engaging in equine activities, or allowing family members or guests to engage in equine activities, the undersigned assume responsibility for any occurrences affecting any such persons that may arise out of engagement in equine activities and hereby forever release the equine activity sponsors or professionals named in the following paragraph. In addition, to induce such sponsors and professionals to allow the use and enjoyment of equine or equine activities, I hereby represent that there exists medical insurance for the "Rider" described below.

In consideration, therefore, for the privilege for me or other persons related to me of riding and/or hanging around horses at Avalon Farm and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, each of the undersigned hereby covenants and agrees, Swargabhoomi-heaven on Earth, Inc. d/b/a/ Avalon, their respective partners, directors, shareholders, officers, employees, independent contractors, lessors, agents, attorneys, successors, and assigns (collectively, the "Benefited Persons"), as follows:

I do hereby release the Benefited Persons from any and all liability or responsibility for accident, damage, injury, or illness to me, my horse(s), any member of my family or his personal representative, or any of my guests arising out of any occurrence on or around the premises of the Stables. I hereby covenant not to sue any of the Benefited Persons and knowingly and voluntarily relinquish any claims, for myself and anyone claiming through me, hereafter existing which I, my personal representative, insurers, assignees, or subrogees may have against them, including claims arising out of the negligence of the Benefited Persons. In the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

I acknowledge receipt of the following warning given by or on behalf of the Benefited Persons: "UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES."

I, as Rider, Parent, Legal Guardian, or Spouse, as applicable, have read the foregoing and hereunto set my name under seal and by so doing intend the same.

Rider

Name: _____
Address: _____
Telephone: _____

(Custodial) Parent or Legal Guardian (if minor Rider)

Name: _____
Address: _____
Telephone: _____

Spouse (if married Rider)

Name: _____
Address: _____
Telephone: _____

**CONSENT TO PHOTOGRAPH, TAKE MOTION PICTURES,
VIDEO TAPE, SOUND RECORD AND/OR TELEVISION**

Parent/Guardian/Client

I hereby give Avalon Farm and Kimberly Clarke the right to photograph, televise, film, video tape and/or sound record the acts, appearances and utterances of _____(Client Name) and to use any descriptive words or names, including the name of _____(Client Name) in connection therewith and without limit as to time, to produce and reproduce the same or any part thereof by any method and to use said photographs, films, video tapes and/or sound recordings for any purpose which Avalon Farm and Kimberly Clarke deems proper in the interest of newspapers, television media, brochures, pamphlets, instructional material, books and clinical material, medical education, knowledge and/or research. All such photographs, films and/or sound recordings shall be the exclusive property of Avalon Farm and Kimberly Clarke and I hereby relinquish all right, title and interest therein.

With respect to the foregoing, no inducements or promises have been made to me to secure my signature to this release other than the intention of Avalon Farm and Kimberly Clarke to use or cause to be used such photographs, films and pictures for the primary purpose of promoting and aiding Avalon Farm and Kimberly Clarke and it's work.

Signature: _____(Client, Parent or Guardian)

Date: _____

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

Participant's Name: _____ Date of Birth: _____ Age: _____

Address: _____

Physician's Name: _____ Medical Facility: _____

Health Insurance Co.: _____ Policy No.: _____

Allergies to medications? _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

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, and the above cannot be reach, I authorize Kimberly Clarke to:

- 1) Secure and retain medical treatment and transportation if needed.
- 2) Release participants records upon request to the authorized individual or agency involved in the medical emergency treatment.

CONSENT PLAN

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 above is unable to be reached.

Consent Signature : _____(Client, Parent or Legal Guardian)

Date: _____

MUST BE SIGNED IN THE PRESENCE OF AVALON FARM STAFF

Date: _____

Dear Physician:

Your patient, _____ (participant's name) is

___ Interested in participating in our program

___ Interested in continuing to participate in our program

In order to safely provide this service, our program requests that you complete/update the attached Medical History and Physician's Statement form. Please note that the following conditions may suggest precautions or contraindications to our program. 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 year
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 Setting
Heart conditions
Hemophilia
Medical Instability
Migraines
Peripheral Vascular Disease
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 our program(s), please feel free to contact Avalon at the address and phone number indicated below.

Sincerely,

Kimberly Clarke



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Founder / Director
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PARTICIPANT'S MEDICAL HISTORY AND PHYSICIAN'S STATEMENT

Name: _____ Date of Birth: _____ Height: _____ Weight: _____
 Address: _____
 Diagnosis: _____

Past/Prospective Surgeries: _____
 Medications: _____
 Seizure Type: _____ Controlled?: Yes No Date of last seizure: _____
 Shunt present?: Yes No Date of last revision(s): _____ Date of last Tetanus Shot _____
 Special Precautions/Needs: _____

Mobility: Independent Ambulation? Yes No Assisted Ambulation? Yes No Wheelchair? Yes No
 Braces/Assistive Devices: _____

Please indicate current or past difficulties 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			

To my knowledge there is no reason why this person cannot participate in supervised equestrian activities. However, I understand that Avalon Farm will weigh the medical information above against the existing precautions and contraindications. I concur with a review of this person's abilities/limitations by a licensed/credentialed health professional (e.g. PT, OT, Speech language Pathologist, Psychologist, etc.) in the implementation of an effective equestrian program.

Name/Title: _____ MD DO NP PA Other: _____
 Signature: _____ Date: _____
 Address: _____ City _____ State _____ Zip _____
 Phone: (____) _____



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Avalon

a farm/retreat center, a 501 (c)(3), nonprofit

166 Fair Oaks Lane
Stony Point, NC 28678
(704) 585-6377 Farm
(704) 651-4800 Cell

Equine Activity Liability Agreement and Risk Acknowledgement

1. Parties. The parties to this document are **Avalon** (hereinafter "Avalon") and _____ (hereinafter "Participant").

2. Apportionment of Liability. In consideration of Participant being allowed to attend, participate in, or observe activities sponsored or conducted by Avalon, or be present on the property on which Avalon conducts its activities, Participant does agree to hold harmless and release Avalon, its officers, directors, shareholders, members, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on Avalon's behalf and the owner(s) of any horse or other property used by Avalon, from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated even if due to negligence and/or other Participants' acts or omissions. Participant does further agree to waive all rights which may otherwise arise from an injury to Participant or Participant's property, and shall not bring any claims, demands, legal actions or causes of action, against Avalon, those persons described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage (including Participant's horse or horses) arising out of the activities of Avalon or Participant's presence on or proximity to property used by Avalon.

3. Indemnity. Participant agrees to be responsible for any and all damages, injuries, or loss of life caused by Participant, a minor brought to the activity by Participant or a horse in the care, custody and control of Participant, and to indemnify Avalon and all other parties described above, for any losses or expenses (including attorney fees) which they incur in connection with related claims.

4. Risks. According to the North American Horseman's Association, numerous obvious and non-obvious inherent risks are always present in horseback riding and being around horses, despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a Participant falls from a horse to the ground it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in injury to the Participant. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. **These risks exist for any person around a horse, whether mounted or on the ground.** Participant acknowledges these risks and states that she/he is not relying on Avalon to advise of all the risks.

5. Acknowledgement and Assumption of Risks. Participant acknowledges that she/he bears responsibility for her /his own safety and Participant should not participate in any Participant activity unless she/he is confident that she/he can do so safely. Participation in equine activities with or conducted by Avalon constitutes a knowing and voluntary assumption of all risks associated with equine activities involving Avalon or being present on property being used by Avalon (including but not limited to inherent risks and the risk of negligence by Avalon or others) which is a defense under North Carolina law to any claim for

injury or damage, and a bar to recovery.

6. Helmet Use. Participant acknowledges that wearing a properly fitted and secured Participant riding helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and **being near horses may** reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. All helmet related risks are assumed by Participant.

7. Visitors. Should Participant bring to any Avalon activity Avalon any person who is not a party to an Equine Activity Liability Agreement with Avalon, Participant agrees to educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.

8. Safety Rules. Participant agrees to follow such rules for safety as are attached or are subsequently provided to them, or posted. Participant acknowledges that failure to follow Avalon safety rules or the directions of Avalon's staff may put her/him at risk of, or increase the risk of, personal injury.

9. Premises Inspection. Participant has inspected the premises and facilities being used for the activity and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for Participant and any guests, or visitors they bring on the premises.

10. Other Terms. This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits of this agreement, including the release of legal liability, waiver of rights, and covenant not to sue, are intended to benefit others, including Avalon's officers, directors, shareholders, members, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on Avalon's behalf and the owner(s) of any horse or other property used by Avalon, and _____ and its members, managers, employees, and agents This agreement shall be binding upon Avalon, Participant, and Participant's heirs or estate, when signed by the parties. If any clause, phrase or work in conflict with State Law then that single part is null and void. This agreement and acknowledgements shall remain in force until terminated by Participant through written notice to Avalon at the address above.

WARNING

Under North Carolina Law an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

Participant Date

Avalon a 501 (c)(3), nonprofit
By: _____ Date _____
Title/Name _____

North Carolina Equine Activity Statute

STATUTES OF NORTH CAROLINA CHAPTER 99E. SPECIAL LIABILITY PROVISIONS. ARTICLE 1. EQUINE ACTIVITY LIABILITY.

§ 99E 1 Definitions.

As used in this Article, the term:

(1) "Engage in an equine activity" means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term "engage in an equine activity" does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) "Equine" means a horse, pony, mule, donkey, or hinny.

(3) "Equine activity" means any activity involving an equine.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.

(5) "Equine professional" means a person engaged for compensation in any one or more of the following:

- a. Instructing a participant.
- b. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.
- c. Renting equipment or tack to a participant.
- d. Examining or administering medical treatment to an equine.
- e. Hooftrimming or placing or replacing horseshoes on an equine.

(6) "Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

- a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.
- b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 99E 2 Liability.

(a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities.

(b) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:

(1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.

(2) Provides the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.

(3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.

(4) Commits any other act of negligence or omission that proximately caused the injury, damage, or death.

(c) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity under liability provisions as set forth in the products liability laws.

§ 99E 3 Warning required.

(a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine

professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.

(b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice:

"WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes."

(c) Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article.

Enacted in 1997.

Reviewed by AAHS in April 2001.

Waiver/Release Hold Harmless Agreement

Name _____

Home

Address _____

Phone (_____) _____

Minor's birth date _____

The undersigned states as follows:

I acknowledge that outdoor activities such as hiking, horseback riding, and any farm related activity contain inherent risks of injury and damage to me personally.

I acknowledge that any transportation being provided likewise contains inherent risks of injury, death, and damage to me personally.

Knowing these facts, and, nevertheless, in consideration to your acceptance of this form, hereby for myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless Avalon Farm, its owners, and all individual members thereof connected in anyway with these activities, their heirs, representative, executors, administrators, and assignees from all right, claim or liability for damages that might be sustained by me, including injuries from any and all claims of any kind of nature that I might incur as a result of, or arising out of my participation, caused by my own account or the acts of anyone.

I further agree that I will defend, indemnify, and hold harmless Avalon Farm, its owners and all members against claims, demands, and causes of action including court costs, attorney's fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature what-so-ever, whether, known or unknown, and expressly waive any benefits I may have relating to the release of unknown claims.

I do acknowledge that I have read the foregoing paragraphs and know and understand the content thereof.

Signature of Participant _____ Date _____

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes

Minors must have the following liability agreement signed by their parents or legal guardian.

We the undersigned parent or guardian of _____ for and in consideration of our child's participation in these proposed outdoor activities through Avalon Farm state that we have read the waiver, release, and hold harmless agreement written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply and be binding upon us and our minor child so far as it pertains to his or her participation. We further warrant named minor is covered by health and accident insurance.

I declare under penalty of perjury that the foregoing is true and correct. I do acknowledge that I have read and understood the above agreement.

Executed this ____ day of _____ 2008 in _____ County, in the state of _____

Mother (*print*) _____ (*signature*)

Father (*print*) _____ (*signature*)

Safety Rules

1. All riders must sign a release before riding.
2. Safety approved helmets must be worn while riding.
3. For the health of our horses and children, this is a Non Smoking facility.
4. Proper footwear is required. No open toed/heeled shoes allowed.
5. Children must be supervised AT ALL TIMES.
6. Ride only in designated areas and accompanied by an AVALON staff member.
7. Do not enter the horse's stalls without supervision or permission from an AVALON staff member.
8. No loud talking in or around barn area.
9. No running in or around barn area.
10. No loud talking or running around horses.
11. Do not feed the horses unless instructed.
12. Do not feed any of the farm animals without permission and help from Avalon staff.
13. No cell phones in the barn area or while riding.
14. No headphones for music while riding or working with the animals.
15. No profanity.
16. Running and being loud can be done in the trails, fields and woods. Not with the animals.
17. Please treat all animals, other riders and AVALON staff with kindness and respect.

I have read the above rules and I agree to comply with these rules while participating in programs at Avalon.

Participant's Signature

Date

Printed Signature of Participant

Avalon
A Farm Retreat Center
166 Fair Oaks Lane
Stony Point, NC 28678
(704) 585-6377
www.healingwithhorses.com

Kimberly Clarke
Founder/Director
(704) 651-4800 Cell
Kimberly@healingwithhorses.com

AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

Participant's Name: _____ Date of Birth: _____ Age: _____

Address: _____

Physician's Name: _____ Medical Facility: _____

Health Insurance Co.: _____ Policy No.: _____

Allergies to medications? _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

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, and the above cannot be reach, I authorize Kimberly Clarke to:

- 1) Secure and retain medical treatment and transportation if needed.
- 2) Release participants records upon request to the authorized individual or agency involved in the medical emergency treatment.

CONSENT PLAN

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 above is unable to be reached.

Consent Signature : _____(Client, Parent or Legal Guardian)

Date: _____

MUST BE SIGNED IN THE PRESENCE OF AVALON FARM STAFF

**CONSENT TO PHOTOGRAPH, TAKE MOTION PICTURES,
VIDEO TAPE, SOUND RECORD AND/OR TELEVISION**

Parent/Guardian/Client

I hereby give Avalon Farm and Kimberly Clarke the right to photograph, televise, film, video tape and/or sound record the acts, appearances and utterances of _____(Client Name) and to use any descriptive words or names, including the name of _____(Client Name) in connection therewith and without limit as to time, to produce and reproduce the same or any part thereof by any method and to use said photographs, films, video tapes and/or sound recordings for any purpose which Avalon Farm and Kimberly Clarke deems proper in the interest of newspapers, television media, brochures, pamphlets, instructional material, books and clinical material, medical education, knowledge and/or research. All such photographs, films and/or sound recordings shall be the exclusive property of Avalon Farm and Kimberly Clarke and I hereby relinquish all right, title and interest therein.

With respect to the foregoing, no inducements or promises have been made to me to secure my signature to this release other than the intention of Avalon Farm and Kimberly Clarke to use or cause to be used such photographs, films and pictures for the primary purpose of promoting and aiding Avalon Farm and Kimberly Clarke and it's work.

Signature: _____(Client, Parent or Guardian)

Date: _____

**AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION
UNDER FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)**

I hereby authorize the use or disclosure of my individually identifiable health information as described below. I understand that this authorization is voluntary. I understand that if the organization authorized to receive the information is not a health plan or health care provider, the released information may be subject to redisclosure and may no longer be protected by federal privacy regulations, including HIPAA. This includes any quotes or comments by any media, including but not limited to newspapers, photographers, etc. I hereby release the organization providing this information from any legal responsibility or liability for disclosure of this information to the extent indicated and authorized herein.

Personnel Name: _____ ID/SS #: _____

Personnel Address: _____ Date of Birth: ___/___/_____
(Street/City/State/Zip)

Persons/organizations providing the information: _____
(Provider name)

Persons/organizations receiving the information: (Send to):

Specific description of information, covering care from: _____ to _____
(Start Date) (End Date)

Complete health records and bills (prescription bills, history and physical, discharge summary, operative reports, consultation reports, radiology and imaging reports), excluding all images (x-rays, photographs, etc.)

Other (please specify) _____

The patient or the patient's representative must read and initial the following statements:

1. I understand that this authorization will expire on _____. Initials: _____
2. I understand that I may revoke this authorization at any time by notifying the providing organization in writing and that, if I do revoke this authorization, this will not have any affect on any action the providing organization takes before receiving the revocation. Initials: _____
3. I understand that I have the right to refuse to sign this Authorization. Initials: _____
4. I understand that information disclosed pursuant to this Authorization may be subject to redisclosure by a recipient of such information. It is possible that once disclosed, the privacy of the information will no longer be protected under federal medical privacy law. Initials: _____
5. I understand the data release may include material protected by law including Mental Health, Drugs and Alcohol, HIV/AIDS and other communicable diseases and Genetic Testing. Initials: _____

I have read and understand the information in this Authorization.

Signature of Personnel
(Form MUST be completed before signing.)

Date: _____