

VII.
VOLUNTEER PACKAGE

- **Application**
- **Policy and Information**
- **Release and Hold Harmless**
- **North Carolina Equine Activity Statute**
- **Signature Page**

**HOCHOKA
Volunteer Application Form**

General Information

Name: _____

Address(street): _____

City/State/Zip: _____ County of Residence: _____

Telephone: (weekdays) _____ (evenings) _____ email: _____

Age group: Under 39 40-49 50-59 60-69 70-79 80+

Language(s) spoken (other than English): _____

Do you work outside the home? _____ If you do, who is your employer and what hours do you usually work? _____

How many years of school have you completed? (circle)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16+

Areas of Service

Please identify the areas of service that interest you (circle all that apply):

Office Support (newsletter mailings, answering phones, data entry)

Special Events

Public Speaking

Outreach (spreading the word and visiting doctor's offices, churches, etc.)

Fundraising (events, grant writing, donor development)

Mentor/Navigator

Other (please describe)

Skills and Abilities

Please identify all skills and abilities that apply. Also note any special skills and knowledge that might be pertinent for the volunteer position desired.

Computer Skills (circle all that apply):

Word Excel Outlook
Power Point Website Design Graphics Software
Publishing Software Multimedia Programs Database Management

Any additional computer knowledge/skills: _____

Office Skills (circle all that apply):

Fax Machine Copier Telephone
Calculator Laminating Machine Scanning Machine

Additional office skills: (please list) _____

Additional Skills and Talents (i.e. financial skills, photography, artistic ability, hobbies/crafts, production, etc)

Availability

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From							
To							

References

(Please provide the name, complete address and phone number of two professional or personal references who are not related to you.)

Name: _____ Relationship & Phone: _____

Address: _____

Name: _____ Relationship & Phone: _____

Address: _____

Questionnaire

1. How did you learn about HOCHOKA ?
2. Why do you want to become a volunteer with our organization?
3. Tell us a little about your background with volunteering?
4. How many hours are you interested in volunteering?

It is my understanding that participants of HOCHOKA and its programs may share confidential information with me. I promise not to disclose this information to anyone else without the client's verbal or written permission. I also understand that I will be required to attend a training session and required to sign a confidentiality statement. As a volunteer, I also hereby agree to perform the tasks described without any compensation from HOCHOKA .

Applicant's Signature: _____ Date: _____

Thank you for taking the time to complete this form!

If you have any questions, please contact HOCHOKA at:
704-651-4800 (cell)
kimberly@healingwithhorses.com
www.healingwithhorses.com

CONFIDENTIALITY STATEMENT

HOCHOKA 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 HOCHOKA 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 HOCHOKA Retreat Center. Client agrees that it shall not, without the prior written consent of HOCHOKA 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 HOCHOKA 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.

Name: _____

Title: _____

Organization: _____

HOCHOKA

By: _____
Kimberly Clarke, Executive Director

HOCHOKA

PO Box 6345

Hickory, NC 28603

(704) 651 4800

www.healingwithhorses.com

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between HOCHOKA , of 166 Fair Oaks Lane, Stony Point, North Carolina 28678, and _____, of _____, _____, _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "HOCHOKA ", and the party to whom the Confidential Information will be disclosed will be referred to as " _____ ".

HOCHOKA is engaged in facilitating programs for self growth and wellness through animals and nature. HOCHOKA is a center for the holistic application of the newest ideas in wellness, fitness and healing for the body, the mind and the spirit. HOCHOKA is a place where a special camaraderie exists between people, animals and nature. HOCHOKA has requested that _____ will protect the confidential material and information which may be disclosed between HOCHOKA and _____. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to HOCHOKA , whether or not owned or developed by HOCHOKA , which is not generally known other than by HOCHOKA , and which _____ may obtain through any direct or indirect contact with HOCHOKA .

A. Confidential Information includes without limitation:

- business records and plans
 - financial statements
 - technical information
 - discounts
 - costs
 - computer information, programs and listings
 - client records
 - private business information
- and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by HOCHOKA
 - information disclosed by operation of law
 - information disclosed by _____ with the prior consent of HOCHOKA
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. _____ understands and acknowledges that the Confidential Information has been developed or obtained by HOCHOKA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of HOCHOKA which provides HOCHOKA with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, _____ agrees to hold in confidence and to not disclose the Confidential Information

to any person or entity without the prior written consent of HOCHOKA . In addition,
_____ agrees that:

i. No Copying/Modifying. _____ will not copy or modify any Confidential Information without the prior consent of HOCHOKA .

ii. Application to Employees. Further, _____ shall not disclose any Confidential Information to any employees of _____, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of HOCHOKA .

iii. Unauthorized Disclosure of Information. If it appears that _____ has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, HOCHOKA shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, the Confidential Information.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of HOCHOKA , _____ shall return to HOCHOKA all written materials containing the Confidential Information. _____ shall also deliver to HOCHOKA written statements signed by _____ certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. _____ acknowledges and agrees that the Confidential Information is provided on an AS IS basis. HOCHOKA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HOCHOKA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. HOCHOKA does not represent or warrant that any product or business plans disclosed to _____ will be marketed or carried out as disclosed, or at all. Any actions taken by _____ in response to the disclosure of the Confidential Information shall be solely at the risk of _____.

VI. LIMITED LICENSE TO USE. _____ shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. _____ acknowledges that, as between HOCHOKA and _____, the

Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of HOCHOKA , even if suggestions, comments, and/or ideas made by _____ are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of North Carolina. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
Kimberly Clarke and HOCHOKA

By: _____
Kimberly Clarke and HOCHOKA
Director

Recipient:

By: _____

POLICY ON VOLUNTEERS

1. OVERALL POLICY ON UTILIZATION OF VOLUNTEERS

One way to achieve the goals of HOCHOKA is through the active participation of persons who are not compensated for their services by HOCHOKA . To this end, HOCHOKA accepts and encourages the involvement of volunteers in the accomplishment of its mission.

2. PURPOSE OF VOLUNTEER POLICIES

The purpose of these policies is to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts. These policies are intended for internal management guidance only and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. HOCHOKA reserves the exclusive right to change any of these policies at any time.

3. SCOPE OF VOLUNTEER POLICIES

Unless specifically stated, these policies apply to all volunteers in all programs and projects, whenever and wherever undertaken, by HOCHOKA .

4. DEFINITION OF VOLUNTEER

A volunteer is anyone who, without compensation or expectation of compensation beyond reimbursement for ordinary and necessary approved expenses, performs a task at the direction of and on behalf of HOCHOKA . A 'volunteer' must be officially accepted and enrolled by HOCHOKA prior to performance of the task.

5. SERVICE AT THE DISCRETION OF HOCHOKA

HOCHOKA accepts the service of volunteers with the understanding that such service is at the sole discretion of HOCHOKA . Volunteers agree that HOCHOKA may at any time, for whatever reason, decide to terminate the volunteer's relationship with HOCHOKA . The volunteer may at any time, for whatever reason, decide to sever the volunteer's relationship with HOCHOKA .

6. TRAINING

Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training will be appropriate to the complexity and demands of the assignment.

7. AUTHORITY OF VOLUNTEERS

Unless specifically authorized to do so by the Board of Directors of HOCHOKA , any volunteer who is neither an officer nor a director of HOCHOKA is without authority: (1) to bind HOCHOKA to any contractual commitment, (2) to make public statements on behalf of HOCHOKA or otherwise to act on behalf of HOCHOKA , and (3) to represent to others that the volunteer has authority to act on behalf of HOCHOKA .

8. RULES OF CONDUCT

The Organization's rules are based on conduct acceptable to a business environment. Set forth below are certain kinds of conduct prohibited by the Organization. These descriptions of prohibited conduct are not meant to be all-inclusive but rather are to serve as examples of the types of offenses represented in each of the defined categories of offenses. All offenses are serious offenses, but an effort has been made to classify offenses in order of importance and to state the usual action required by the Organization for violation. However, any offense may result in discipline, up to and including discharge, if, in the opinion of management, such action is warranted.

I. MAJOR OFFENSES

Major Offenses are the most serious offenses and a volunteer charged with a Major Offense will be subject to immediate discharge.

Examples of Major Offenses:

1. Reporting to work under the influence of alcoholic beverages, illegal drugs, marijuana or other controlled substances.
2. Possession, use, or distribution of alcoholic beverages, illegal drugs, marijuana or other controlled substances during work time or on the Organization's property.
3. Sexual or other discriminatory harassment of fellow volunteers.
4. Concealing defective work.
5. Threatening, intimidating, provoking a fight or striking a fellow volunteer while on the Organization's property or during working hours.
6. Deliberate destruction or damage of the Organization's property or equipment, or property of fellow volunteers or clients in any manner during working hours, or the commission of acts intended to cause destruction or damage.
7. Insubordination, defined as willful refusal to carry out proper work related instructions of a manager.
8. Making a false representation to the Organization or falsification of application for volunteer employment, time cards, sickness records, expense records, or other data requested by the Organization.
9. Submitting fraudulent claims against or to the Organization.
10. Possession of firearms, weapons, or explosives during work time or on the Organization's property.
11. Theft of property of the Organization, fellow volunteers, customers, clients, or associated entities.
12. Behaving indecently or engaging in activities that bring disrepute upon the Organization.

13. Conviction of a criminal charge which results in confinement in a correctional facility or prison.
14. Continued absence in excess of three days without notification to the Organization.
15. Careless or reckless driving of any vehicle on the Organization's property or of a vehicle of the Organization at any time.
16. Indulging in practical jokes or horseplay on the Organization's property or during work time which endangers a volunteer or destruction of the Organization's property.
17. Sleeping during working hours.
18. Leaving the job without authorization.

II. MINOR OFFENSES

Minor Offenses are less serious than Major Offenses. The procedure usually followed with Minor Offenses is as follows:

- * First Offense - Written warning.
- * Second Offense - Written warning.
- * Third Offense - Dismissal.

A written warning shall remain active for purposes of disciplinary action for a twelve-month period.

Examples of Minor Offenses:

1. Failure to provide medical evidence, if requested, for an absence of three consecutive days or more due to illness.
2. Poor housekeeping or creating undesirable working conditions.
3. Improper care or use of machinery or other property of the Organization.
4. Failure to report an on-the-job injury or accident to your supervisor as soon as you have knowledge of personal injury.
5. Stopping work early without permission, either at meal time or quitting time.
6. Failure to follow instructions, either written or oral.
7. Unauthorized use or possession of the Organization's property.
8. Failure to maintain production by giving unsatisfactory effort, or using work time for non-productive purposes.
9. Abuse of the Organization's telephone for personal calls.

The above list is not all-inclusive. Any violation of the Organization's policies or procedures may result in discipline, up to and including immediate dismissal, if, in the opinion of management, such action is warranted.

Both exempt and nonexempt volunteers are subject to unpaid disciplinary suspensions for violations of the Organization's conduct standards. In the case of exempt employees, the suspension will be for no less than a full day.

9. DRESS CODE

The Organization's work site(s) are places of business, and volunteers are to dress appropriately for their work situation. Clothing, mode of dress or personal grooming that is not appropriate for a business is not acceptable, regardless of the nature of the job performed. Management retains the right to send home volunteers who are not properly or safely dressed.

10. SUBSTANCE ABUSE

It is the Organization's policy to maintain a drug free workplace. Therefore, the manufacture, distribution, sale, use or possession of illegal drugs or controlled substances while on the job, while on the Organization's property or while driving a vehicle of the Organization is strictly prohibited and constitutes grounds for immediate discharge. Being under the influence of drugs, except prescription drugs properly used by volunteers under a physician's care, during working hours is also prohibited.

The abuse of any legally obtained drug, or controlled substance while on the job, while on the Organization's property or while driving a vehicle of the Organization is prohibited and will result in disciplinary action, up to and including discharge. Any volunteer who may be undergoing medically prescribed treatment with a prescription drug that may affect the volunteer's ability to perform on the job must report this treatment to his/her supervisor prior to beginning work. Failure to report this to the supervisor will be grounds for disciplinary action, up to and including discharge.

The most effective approach to combating substance abuse is through a standard drug screening program, and the Organization may request or require a volunteer to undergo drug and/or alcohol testing under the following circumstances: (1) pre-employment; (2) individual suspicion; (3) post-accident testing; and (4) rehabilitation program related testing.

11. TOBACCO

The Organization is committed to providing a healthy environment for those to whom we provide services, visitors and staff. The Organization provides a tobacco-free environment to reduce health risks associated with tobacco products (including but not limited to cigarettes, cigars, pipe smoking, smokeless tobacco and snuff) and to promote and encourage health.

The use of tobacco is prohibited on the property of the Organization, including private vehicles located on property of the Organization. The use of tobacco is prohibited while driving a vehicle of the Organization.

Information

Volunteering as Healing

We strive to teach our children they can do something to improve the life of someone else. This fulfills an elementary need in every child's heart. That is, the need to be needed. Oftentimes having this feeling of value is an integral part of a child's healing.

Volunteer Info

- Volunteering can be done during our normal hours of operation
- Call to schedule a time to volunteer
- You must fill out our application in order to volunteer
- Volunteer needs include
 1. riding assistance
 2. barn maintenance assistance
 3. gardens maintenance
 4. building projects
 5. trails cleaned
 6. animal housing maintenance
 7. office assistance
 8. always plenty of work to do

In order to become a volunteer, you must do the following:

1. Fill out a Volunteer Package
2. Be approved by staff of HOCHOKA .

We do offer long term / live in volunteer opportunities. There are a limited number of these opportunities. We also offer intern programs. In addition, groups from schools, churches, Boy Scouts, Girl Scouts, and other affiliations are welcomed.

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 to ride – No open toed/heeled shoes allowed.
5. Children must be supervised AT ALL TIMES.
6. Ride only in designated areas unless accompanied by an HOCHOKA staff member.
7. Do not enter the horse's stalls without supervision or permission from an HOCHOKA 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 any of the farm animals without permission and help from HOCHOKA staff.
12. No cell phones in the barn area or while riding.
13. No headphones for music while riding or working with the animals.
14. No profanity.
15. Running and being loud can be done in the trails, fields and woods. Not with the animals.
16. Please treat all animals, other riders and HOCHOKA staff with kindness and respect.

I have read the above rules, and I agree to comply with these rules while participating in HOCHOKA 's programs.

Participant's Signature

Date

Printed Signature of Participant

Dress Code & items to bring when working at
HOCHOKA

- Volunteers need to dress for outside work and according to the weather. For cooler temperatures, layers of clothing would work best so you can adjust as the temperature changes.
- Appropriate and comfortable shoes for outdoor work. No open toed or open heeled shoes allowed.
- Bring work gloves
- A hat or some type of head cover to protect you from the sun.
- A bag lunch, snacks
- Water Bottles
- Sunscreen
- Any personal hygiene items that you might need during the day

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 HOCHOKA , 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 HOCHOKA , 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 HOCHOKA 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*) _____

VOLUNTEER ACTIVITIES RELEASE

Each of the undersigned recognizes and assumes the unavoidable risks inherent in any and all volunteer activities, that is activities concerning or relating to the horse (a mammalian placental of the genus and species *Equus caballus*, family Equidae), or any other animal or farm related activity such as land development for gardens, maintenance, office duties, food preparation activities, and general operations for the farm; including bodily injury and mental and emotional injury resulting therefrom or relating thereto, to the horse, rider, and spectator. By engaging in volunteer activities, or allowing family members or guests to engage in volunteer activities, the undersigned assume responsibility for any occurrences affecting any such persons that may arise out of engagement in any volunteer activity and hereby forever release the Board of Directors of HOCHOKA , Life Management, Inc. and or Kimberly Clarke or any professionals named such to allow the use and enjoyment of equine or equine activities, and or any other activity at HOCHOKA ; I herby release and hold harmless.

In consideration, therefore, for the privilege for me or other persons related to me of riding and/or hanging around horses or any other animal at HOCHOKA and or participating in any activity for the operations of HOCHOKA ; and for the receipt of other valuable consideration te receipt of which is hereby acknowledged, each of the undersigned hereby covenants and agrees, Swargabhoomi-heaven on Earth, Inc. d/b/a/ HOCHOKA , 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 animal(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 HOCHOKA . I hereby covenant not to sue any of the Benefited Persons and personal representative, insurers, assignees, or subrogees may have against them, including claims arising out of the 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 EATH OR A PARTICIPANT IN EQUINE ACTIVITES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES."

I, as a voluntary participant, 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.

Name: _____
Address: _____
Telephone: _____

(Custodial) Parent or Legal Guardian

Name: _____
Address: _____
Telephone: _____

Spouse

Name: _____
Address: _____
Telephone: _____

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. Hoof trimming 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.

VOLUNTEER ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Volunteer Package of HOCHOKA (the "Organization"). I understand the policies and procedures, and I agree to comply with them. I further acknowledge that I am volunteering at-will with the Organization.

Name (Please Print)

Signature

Date: _____

Original: Volunteer File
Copy: Volunteer