



Square Peg Foundation

Client/Volunteer Letter

Dear _____:

Thank you for your interest in the Square Peg Foundation ("Square Peg") programs. We are delighted to have you in our community, and we hope that it will be a meaningful and rewarding experience. This letter outlines the services that Square Peg provides, and the requirements to which we ask all volunteers and participants in our programs to adhere.

Services and Fees

The Square Peg Foundation Horsemanship Program provides an intense experience that shows our students that they are capable of so much more than they imagined. In addition to regular lesson sessions, we also provide camps and retreats and special programs for groups. Our current lesson fee structure is attached, and is subject to change.

Participation/Session Requirements

Square Peg's programs are specifically designed to foster growth, development, and a sense of community. To further these goals and to ensure a safe and beneficial environment for all involved, Square Peg has specific guidelines outlined below for each and every participant, client and volunteer.

1. Profile; Medical Condition. It is very important that we have complete information about you **[and your child]** and, therefore, we ask that you complete the "Client/Volunteer Profile" form attached hereto as Exhibit A. Each participant must inform the Program Director or Senior Instructor of any new or chronic medical, physical or emotional problems which may affect the participant's ability to perform tasks or to participate safely in program activities. Finally, due to the nature of our program, we request that you that you complete and sign the "Emergency Treatment Authorization" attached hereto as Exhibit B. Please remember to update us if any of the information you provided on these forms changes.

2. On-Time Policy. Participant punctuality is critical to ensure that Square Peg programs run smoothly, safely, and afford the greatest benefit to all participants. As a result, if a participant is more than fifteen minutes late, he or she may not be allowed to participate in the session. Any indicated session length is merely a guideline and is not guaranteed. All sessions will end on time, notwithstanding any late arrival by a participant, subject to the Senior Instructor's discretion to choose to extend a session or end a session early.

3. Cancellation Policy. *[We ask that all volunteers who are unable to attend at their scheduled time provide us with a notice within 48 hours of their scheduled time.]* If a participant desires to cancel his or her session, we ask that such cancellation be done within 48 hours of the session, or the full session rate will be charged. The Program Director may approve make-up sessions if a session is cancelled or missed due to circumstances beyond the participant's control. Approval for such make-up sessions is at the sole discretion of the Program Director. Square Peg also reserves the right to cancel sessions due to weather, illness of key staff, equine or barn emergency, or any other unforeseen or emergency change to the Program Director's or Senior Instructor's schedule, and we will use our reasonable best efforts to notify you as soon as possible.

4. Disciplinary Policy. Proper behavior and adherence to Square Peg's rules, regulations, and guidelines are critical in creating the desired sense of community and in ensuring that Square Peg's programs are safe and achieve the preferred results. To further this priority, the following actions may result in disciplinary action, including ejection from the program:

- Disruption to the lesson/session
- Behavior that is unsafe or unacceptable, as determined by the Program Director or Senior Instructor
- Sexual comments or related inappropriate conduct
- Disrespect to instructor, volunteers or other participants and staff
- Failure to follow program policies or instructions

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<http://www.everyonefits.org>

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5. **Proper Attire.** Square Peg maintains a specific dress code for all of its programs to ensure the safety of all participants. Each participant [**or volunteer**] must wear long pants, a shirt, and boots or shoes to at least mid-ankle with at least a half-inch heel. SEI-ASTM approved riding helmet, properly fitted, with an attached harness is required for all riding activities. Square Peg has some boots and helmets that are available for loan, but it is preferable for each participant to have his or her own boots and helmets.

Liability Release and Indemnification

The nature of Square Peg’s program necessarily involves risks related to interaction with horses and physical activities. We therefore ask that you carefully review and sign the Liability Release and Indemnification Agreement attached hereto as Exhibit C (the “**Release**”). If you have any questions about the Release, we recommend that you consult your personal advisors prior to signing.

Confidentiality

Square Peg is well-aware of the sensitive nature of the personal information that is required of each participant and is included in his or her file. All participants’ records are considered confidential and the information contained therein is only shared when required by law, necessary to ensure the safety of a participant or when required during an official incident review.

Thank you for taking the time to read this letter and to gain an understanding of the nature of our programs, as well as the rules, regulations, and guidelines that are critical for their smooth, safe, and effective implementation. Please indicate your understanding of and agreement to adhere to and be bound by the guidelines and agreements described in this letter and its attachments by signing and returning a copy of this letter, completed Exhibit A and completed and signed Exhibits B and C to us at the address indicated.

Again, we appreciate your interest in Square Peg and are looking forward to working with you in our programs!

SINCERELY,

SQUARE PEG FOUNDATION

ACKNOWLEDGED AND AGREED:

SIGNATURE

DATE: _____

PRINTED NAME

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Square Peg Foundation

Rules for Participants, Parents, and Guests

Keeping our Program Safe and Effective

The two most important considerations in these rules are safety and the efficacy of the program. All rules have these ends in mind. If there are questions about the nature or intent of any rules, please approach the Program Director or Executive Director. Email or telephone outside of session times is the best for such questions.

General Conduct

- Please drive very slowly (5mph) on the road approaching the barn and arenas
- Parents/Guardians and guests are welcome to observe the sessions, but asked to not interrupt or otherwise interfere
- If a previous session is still in progress when you arrive, please do not interrupt
- Participants, Family, and Guests should not approach the horses without permission
- Non-participants should not enter the arenas or lesson areas without invitation from the instructor
- Please do not address or otherwise distract any participant during the session

Questions and Suggestions

- Questions about the program or specific situations should be addressed to the Program Director or Senior Instructor, preferably outside of session hours.
- If you see something that seems immediately dangerous, please QUIETLY bring it to the attention of the Senior Instructor or Program Director. (IT PROBABLY ISN'T!)
- Suggestions are best submitted in writing. Email is best for us, but a note to the Senior Instructor or Program Director is also effective.

Other Rules around the Barn and Horses

- Horses are easily startled. No loud noises or throwing or chasing games near the horses or arenas.
- Our horses are very gentle, but can be dangerous when scared or injured. Please do not approach the horses without permission.
- No climbing on gates or doors.
- No alcohol or drugs on the premises
- Smoking is prohibited near the tack room, horse stalls, and grooming areas.
- All trash should be deposited in the trash barrels.
- You are responsible for the conduct and safety of your friends and visitors.
- Please always respect others – At Square Pegs, Everyone Fits!

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Participant/Volunteer Profile

Square Peg Horsemanship

Name: _____

Date: _____

Address: _____

Email: _____

Phone: _____

City, State: _____

ZIP/Postal Code: _____

Emergency Contact: _____

Birth Date: _____

Emergency Phone: _____

Parent/Guardian Information

SAME ADDRESS

Name: _____

Relationship: _____

Address: _____

Phone: _____

Mobile: _____

City, State: _____

Alternate: _____

ZIP/Postal Code: _____

Email: _____

Medical Information

Allergies: _____

Medications: _____

Please describe the current health status of the participant/volunteer regarding the physical & emotional demands of a riding program. Address fitness, cardiac, respiratory, bone or joint function, recent hospitalization/surgeries, psychiatric or neurological conditions, or lifestyle changes.

The participant/volunteer is sensitive to: _____

Behavior may include: _____

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SQUARE PEG FOUNDATION

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT



(PLEASE READ CAREFULLY)

This Liability Release and Indemnification Agreement (the "Agreement") is entered into by the undersigned, individually [and as parent or legal guardian of the minor whose name is set forth on the signature pages (the "Minor")], in favor of Square Peg Foundation, a California public benefit corporation, its directors, officers, employees, controlling persons, fiduciaries, agents (including volunteers), horse owners, and affiliates, including without limitation Summerhorse Ranch and Karen Shrier and Josh Horvath, 2399 Purissima Creek Road, Half Moon Bay, CA 94019 (each a "Released Party," and collectively, the "Released Parties").

BACKGROUND

Square Peg Foundation uses horsemanship to teach children and adults important life lessons and complex skills, such as responsibility, commitment, teamwork, appreciation of diversity, empathy and personal dignity (the "Square Peg Program").

AGREEMENT

In consideration of [your/the Minor's] participation in the Square Peg Program, you hereby agree as follows:

- 1. Voluntary Participation; Assumption of Risk.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT [YOU/THE MINOR ARE/IS] VOLUNTARILY PARTICIPATING IN THE SQUARE PEG PROGRAM, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. IN PARTICULAR, YOU AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES. You are aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run, and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger, or reflex actions in the horse. You are aware and understand that serious, permanent bodily injury and disability or death of [you/the Minor], or others within the vicinity of horses, may result from the handling, care or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to [you/the Minor] or others may be, as applicable, killed, injured, or damaged. YOU HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY (INCLUDING PERMANENT INJURY, DISABILITY OR DEATH) AND ALL FINANCIAL LOSSES, DAMAGES AND DESTRUCTION ARISING FROM [YOUR/THE MINOR'S] PARTICIPATION IN THE SQUARE PEG PROGRAM.
- 2. Indemnification.** You hereby agree to indemnify, defend and hold harmless the Released Parties and each of them from and against any and all claims, past, present or future (including, but not limited to, claims for costs and attorneys' fees), demands, suits, actions, or causes of action of any kind, whether groundless or otherwise, and from and against any and all losses, damages, penalties, liabilities, judgments, liens, costs, counsel fees, indebtedness, expenses and liabilities whatsoever which any of the Released Parties at any time shall or may sustain or incur by reason of any claim which may be made in respect of [your/the Minor's] participation in the Square Peg Program.
- 3. Release of Claims and Agreement not to Sue.** On behalf of yourself [the Minor] and [our/your] respective successors in interest, heirs, beneficiaries, distributees, guardians, legal representatives and assigns, you hereby fully waive, release, agree not to sue and forever discharge the Released Parties and each of them from any and all claims, past, present or future (including, but not limited to, claims for costs and attorneys' fees), damages, penalties, demands, actions, suits, liabilities, judgments, liens, losses, indebtedness or causes of action of any kind, known or unknown, suspected or unsuspected, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, property damage, property destruction or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by [you/the Minor] or by any other person as a direct or indirect result of [your/the Minor's] participation in the Square Peg Program, whether caused by the negligence of any of the Released Parties or otherwise.

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4. Unknown Claims. You hereby agree that the release in section 3 shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, and waive the provisions of California Civil Code section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. Miscellaneous. Any action to enforce or interpret this Agreement may only be brought in the courts of the State of California, or of the United States located in the State of California. Except as to matters governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the substantive laws of the State of California. If, for any reason, any provision of this Agreement, or any portion thereof, shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect. You hereby agree that any such invalid provision will be replaced with a valid provision that most closely approximates the intent of the invalid provision.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY AND A PROMISE NOT TO SUE OR MAKE A CLAIM. I AM AWARE THAT IT IS A CONTRACT BETWEEN MYSELF AND THE SQUARE PEG FOUNDATION. I SIGN IT OF MY OWN FREE WILL AND HAVE FULL AUTHORITY AND CAPACITY TO DO SO.

Dated: _____, 200_

Print Name [of Minor]

Signature [of Parent/Guardian]

[Minor's Date of Birth]

Address: _____

Telephone: _____

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Participant/Volunteer Emergency Treatment Authorization

Student Information

Name: _____ Date: _____

Birth Date: _____

Consent Plan

In the event emergency medical aid/treatment is required due to illness or injury, I authorize Square Peg Foundation to:

- Secure and retain medical treatment and transportation as needed.
- Release client records upon request to medical and emergency personnel.

This authorization includes x-ray, surgery, hospitalization, medication, and any treatment procedure deemed "life-saving" or "immediately necessary" by medical or emergency personnel. This provision will ONLY be invoked if the participant/volunteer is not 18 or over, OR is otherwise unable to give consent themselves, AND the Emergency Contact named on the Participant Profile cannot be reached.

Non-Consent Alternative

I do not give consent for emergency medical aid/treatment. In the event emergency medical aid/treatment is required due to illness or injury, I wish the following procedure to take place:

Consent Name (Please print clearly): _____

Consent Signature: _____ Date: _____
Participant/volunteer, Parent, or Guardian

Physician & Insurance Information

Physician's Name: _____ Phone: _____

Preferred Medical Facility: _____ Phone: _____

Health Insurance: _____ Policy #: _____

Insurance Service Phone: _____ Group #: _____

[See Participant/Volunteer Profile for emergency contact, allergies, and medications]

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Photo Release

Square Peg Foundation

1. In return for valuable rights and opportunities (including, but not limited to, the opportunity to have my likeness considered for inclusion in advertising, marketing or promotional materials), I irrevocably consent to and authorize the copyright and unrestricted use, reuse, modification, publication, re-publication and reproduction by the Square Peg Foundation and its agents, successors, assigns and designees ("Square Peg") of any and all photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade or any other purpose whatsoever ("Images").

2. I also permit the use of any printed material in connection therewith.

3. The Images, and any associated negatives or digital files, will be the sole property of Square Peg, and I hereby waive any right to inspect or approve any image, any use or alteration of any image, any advertising copy, text or other printed matter that may be used in conjunction therewith, or the eventual use to which the Images may be applied.

4. I hereby release, discharge and agree to hold harmless Square Peg and those acting under Square Peg's permission or authority, from any and all liabilities, claims and demands arising out of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in connection with the Images, or in connection with any processing, alteration, transmission, display, publication or other use of the Images, including without limitation any claims for libel or invasion of privacy.

5. I understand that I have no guarantee that any of the Images will appear in any publication or in any particular form, and I understand that I will not receive any financial compensation for any use of any photograph taken of me.

6. I hereby affirm that I am at least eighteen years old and that I have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution and I fully understand its contents. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

Name

Name of minor child

Address

Signature

Date

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