



Barn Chicks / Saddle Club / F.A.R.T. Club Membership Form

Name: _____ Sex: M/F Age: _____ DOB: ____/____/____

Address: _____

Email Address: _____ Cell: _____

School: _____ Grade: _____

Club(s) you are interested in: _____

Parent/Legal Guardian Name: _____ Relationship: _____

Phone: (H) _____ (C) _____

Emergency Contact:

Name: _____ Relationship: _____ Cell: _____

Name: _____ Relationship: _____ Cell: _____

Name: _____ Relationship: _____ Cell: _____

Health History

Please describe your child's current health status, particularly regarding the physical/emotional demands of working in an equine assisted program. Address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries, or lifestyle changes.

Allergies: _____

Medications: _____

Briefly describe your child's background in horseback riding: _____

I understand that the information provided above is accurate to the best of my knowledge. I know of no reason why my child should not participate in OBIC Ministries' equestrian programs.

Signature: _____ Date: _____



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Waiver and Release

TO BE SIGNED BY THE PARENT OR LEGAL GUARDIAN OF ALL MINOR PARTICIPANTS

Agreement to participate in soccer/sports (sport activities), equestrian sports and associations, and/or fishing activities and pond associations. Before your child may participate in any sport activities at One Body In Christ Ministries, you must read and promise to be bound by the following terms of this agreement. This agreement is legally binding upon you and contains important waivers of certain rights you and your child may have. Accordingly, you should thoroughly read each of the provisions of this agreement and understand the entire agreement before you sign your name below.

1. **Notification of Risks –**

- a. *Sports* – Participation in sport activities will expose your child to risks of injury or even death. Engaging in club sport activities is inherently dangerous and may be ultra-hazardous to your child’s health. Club Sport Activities are HAZARDOUS and expose your child to risks that may result in your child’s significant injury or death. These risks include, but are not limited to, harm caused by collision with another player or his or her equipment; harm caused by incidents during travel to and from practices, games, or events, and dehydration during practices, games, or events. Any padding, helmets, or equipment your child is provided or required to wear does not necessarily protect him or her from injury or death. Injuries are a common and ordinary occurrence to those who participate in the types of activities associated with club sports. On your and your child’s behalf, you acknowledge all of the foregoing risks. If your child finds any conditions associated with his or her participation in club sports that is unacceptable to him or her, you agree your child will immediately notify a One Body In Christ Ministries employee or Volunteer and refrain from further participation until the condition is properly addressed.
- b. *Equestrian* – Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities. Chapter 62E of the Virginia General Statutes. I hereby acknowledge that equestrian sports and associations are a high risk sport that could result in injuries, including life threatening injuries, and even death. I am participating at my own risk in full knowledge of the hazards and potential hazards which are inherent in this sport. I also acknowledge it is the rider’s responsibility to wear protective headgear while mounted. It has been recommended to me that the protective headgear meet the American Society for Testing Materials standard and display the Safety Equipment Institute Seal. One Body In Christ Ministries and its representatives make no representation or warranty expressed or implied about any protective headgear and cautions riders that serious injury and death may result despite wearing such headgear as all equestrian sports involve inherent risk and that no protective helmet can protect against all foreseeable injury.
- c. *Fishing* – I hereby acknowledge that I am fishing at this pond at One Body In Christ Ministries at my own risk and in full knowledge of the hazards and potential hazards which are inherent in fishing from the shore of a body of water.

2. **Assumption of Risks** – In spite of the risks involved in participating in sports, equestrian sports, and fishing, and in consideration of being allowed to participate in those activities, YOU, ON YOUR AND YOUR CHILD’S BEHALF, FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH that may result from participating in sport activities, equestrian sport activities, and fishing activities, including without limitation, games, training, running, weight lifting, practices, events and travel to and from the same.
3. **Release and Waiver of Claims** – Given the risks associated with your child’s participation in sports activities, equestrian sport activities, and fishing activities, and your assumption of those risks, you hereby agree to release, to waive your and your child’s rights to recover against, and to indemnify, defend and hold harmless One Body In Christ Ministries and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child’s illness, injury, and/or death, (i) arising as a result of, or relating to your child’s participation in sport activities, equestrian sport activities, and fishing activities (ii) occurring during any time your child is on the property of One Body In Christ Ministries, (iii) occurring or arising as a result of travel to and from other venues for any sport, equestrian sport, or fishing event or game, (iv) occurring during anytime your child is at another venue for any sport, Equestrian sport, or fishing sport event or game, and/or (v) occurring while your child is being transported for medical care or receiving medical care in accordance with section numbered 6 below. Your obligations under this paragraph shall not be limited or reduced in any way because any of the damages, losses, claims, causes of action, suits, demands, complaints, including those resulting from your child’s illness, injury, and/or death, arise or result, in whole or in part, from the negligence of, or



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- breach of any express or implied warranty or duty by One Body In Christ Ministries or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers.
4. **Covenant Not To Sue** – You promise and agree that neither you nor your child will sue One Body In Christ Ministries or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child's illness, injury, and/or death, released and waived by you in the preceding paragraph. You further agree that One Body In Christ Ministries may plead this argument as a full and complete defense to any suit brought in violation of this promise.
 5. **Indemnification** – Given your acknowledgement of the risk associated with your child's participation in sport activities, equestrian sport activities, and fishing activities, you hereby agree to indemnify, defend, and hold harmless One Body In Christ Ministries and all of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs (including attorney's and opinion witness fees), and complaints, arising as a result of or relating to, any of your child's actions or omissions, or which your child may otherwise cause, in whole or in part.
 6. **Medical Treatment** – You authorize One Body In Christ Ministries and/ or its personnel to seek medical attention or care on your child's behalf or to transport or cause your child to be transported to a medical facility or hospital. However, you agree that One Body In Christ Ministries has no obligation to seek or provide such medical care to your child. In the event One Body In Christ Ministries seeks transportation and/or medical care on your child's behalf, you agree to pay all charges related to such transportation and/or medical care. You further agree to indemnify and hold harmless One Body In Christ Ministries from all such charges.
 7. **Personal Equipment** – In the event your child brings any equipment or personal property to any sport activity, equestrian sport activity, or fishing activity, you agree to assume all risks associated with the use of such equipment or property. You agree One Body In Christ Ministries is not responsible for any loss or theft of, or damage to any of your child's equipment or personal property.
 8. **Safety Equipment** – You agree your child will use all safety equipment provided to him or her by One Body In Christ Ministries and personnel.
 9. **Severability / Modification** – In the event any section or sections of this agreement, or portions thereof, is/are found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you and your child. This agreement may only be modified in a writing signed by an officer of One Body In Christ Ministries. Any alleged verbal modification your obligations resulting from this agreement is void. The use of the term "and/or" herein shall be construed to impose the great obligation upon you.
 10. **Forum of Disputes** – You agree that any and all disputes between you and/or your child, and One Body In Christ Ministries or its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers arising from your child's participation in sport activities, equestrian sport activities, and/or fishing activities, including your child's injury or death, or any dispute regarding this agreement will be governed by the Laws of the Commonwealth of Virginia of the Virginia State Courts. You agree that the venue for any such dispute between you and/or your child, and One Body In Christ Ministries will be in the state court located in Campbell County, Virginia and that you waive your and your child's right to a trial by jury.
 11. **Duration of Promises** – You agree the promises and agreements you make in this agreement are binding upon you forever, which includes any time your child participates in sport activities, equestrian sport activities, and/or fishing activities in the future.
 12. **Behavior** – You agree your child will comply with all instructions given to him or her by One Body In Christ Ministries and staff. You agree your child will not engage in any reckless or unlawful behavior. Persons under the influence of drugs or alcohol are not permitted to participate in sport activities, equestrian sport activities, and/or fishing activities. You agree your child will not use his or her body, equipment, or anything else as a weapon or to intentionally inflict pain or injury to another student or participant. You agree your child will comply with all of the rules of the sports activities, equestrian sport activities, and/or fishing activities in which he or she participates. You agree your child's failure to comply with the requirements of this paragraph may result in his or her removal from sport activities, equestrian sport activities, and/or fishing activities without refund.
 13. **Accident Investigation** – In the event your child witnesses or is involved in an accident or event resulting in property damage or personal injury of any kind, no matter how insignificant it may seem, you agree your child will immediately report such accident or event to a One Body In Christ Ministries employee and will cooperate in the investigation of the accident or event.
 14. **I HAVE been provided a copy of the West's Annotated Code of Virginia. Title 3.2. to read and I understand and agree to be bound by the statutes as stated!**



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15. **Facsimile Signatures** – You agree facsimile signatures on this form are as enforceable as original signatures. BY SIGNING BELOW YOU AGREE YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS ABOVE.

Photo Release – Please circle one:

I DO / DO NOT consent to and authorize the use and reproduction by One Body in Christ Ministries of any and all photographs and any other audio/visual materials taken of me or my child for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program.

Print Name (Participant)

Age Date

Phone Number Email Address

Mailing Address

*Signature of participant
(if minor parent or legal guardian must sign here)*

*Print name of parent or legal guardian if
participant is a minor*

Consent Plan

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,

I authorize One Body In Christ Ministries to:

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

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(s) above is unable to be reached.

Date: ____/____/____ Consent Signature: _____

Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency.

1. Parent or legal guardian will remain on site at all times during equine assisted activities.
2. In the event emergency treatment/aid is required, I wish the following procedure to take place:

Date: ____/____/____ Consent Signature: _____



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One Body In Christ Ministries
Owner/Managers: David & Angela Dudley

VIRGINIA EQUINE ACTIVITY LIABILITY ACT

IT IS YOUR RESPONSIBILITY TO CAREFULLY AND THOROUGHLY READ THE INFORMATION PROVIDED BELOW.

§ 3.2-6200. (EFFECTIVE October 1, 2008) Definitions

As used in this chapter, unless the context requires a different meaning:

"Engages in an equine activity" means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to an equine or equine activity.

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

"Equine activity" means: (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoofcare, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

"Equine activity sponsor" means any person or his agent who, for profit or not for profit, sponsors, organizes, or provides the facilities for an equine activity, including pony clubs, 4-H clubs, hunt clubs, riding clubs, school-and college-sponsored classes and programs, therapeutic riding programs, and operators, instructors, and promoters of equine facilities, including stables, clubhouses, pony ride strings, fairs, and arenas where the activity is held.

"Equine professional" means a person or his agent engaged for compensation in: (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine; or (ii) renting equipment or tack to a participant.

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury,



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harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

"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.

HISTORICAL AND STATUTORY NOTES Derivation:

Acts 1991, c. 358, § 3.1-796.130

Acts 2003, c. 876, § 3.1-796.130

3.1-796.133 not included in notation here or in separate file of 3.1-796.130-132, but available at <http://equine.uslegal.com/equine-activity-law/virginia-equine-activity-law/>

Signed X _____ *Date* _____

Witness X _____ *Date* _____

If participant is under 18, signature of parent or legal guardian

Signed X _____ *Date* _____

Witness X _____ *Date* _____