



BEAMING, Inc.
Participant Application
General Information

Special Sibshop Participation Form for September 7, 2019 ONLY

Name of child attending Sibshop* _____ Date of Birth _____

Describe any previous horse riding experience _____

Name of Parent/Legal Guardian _____

Street Address _____ City _____ State _____ Zip _____

Phone _____

Health History of child rider

Any diagnosis affecting physical (walking, wheelchair use, etc) or psychosocial (school, leisure interests, friends, fears or concerns, etc)? ☐ no ☐ yes If yes, please describe:

Any medications? ☐ no ☐ yes If yes, please list:

Please indicate if there are any current or past health issues: (check all that apply)

<input type="checkbox"/> Vision	<input type="checkbox"/> Hearing	<input type="checkbox"/> Sensory	<input type="checkbox"/> Communication
<input type="checkbox"/> Heart	<input type="checkbox"/> Breathing	<input type="checkbox"/> Digestion/Elimination	<input type="checkbox"/> Circulation
<input type="checkbox"/> Emotional/Mental	<input type="checkbox"/> Behavior	<input type="checkbox"/> Pain	<input type="checkbox"/> Bone/Joint/Muscular
<input type="checkbox"/> Allergies	<input type="checkbox"/> Thinking/Cognition		

Signature of Parent/Guardian _____ Date _____

IMPORTANT: PHYSICIAN SIGNATURE REQUIRED TO RIDE HORSES. PARENT/GUARDIAN SIGNATURES REQUIRED FOR ALL PARTICIPANTS (SEE NEXT PAGES)

*Child age 6-12 years old who has a sibling with disabilities or long-term illness



MEDICAL HISTORY/PHYSICIAN'S RELEASE

BEAMING, Inc.
2692 County Road GG
Neenah, WI 54956
(920) 636-5001

NAME _____ DATE OF BIRTH _____ AGE _____

ADDRESS _____

NAME OF PARENT/GUARDIAN _____

****FOR PERSON WITH DOWN SYNDROME: Cervical X-Ray for Atlanto-Axial Instability**

Positive _____ Negative _____ X-Ray date _____

Tetanus shot: No ☐ Yes ☐ Date: _____ Height _____ Weight _____

Seizures: Type _____ Controlled? _____ Date of last seizure: _____

Medications: _____

Areas	WNL	Problems/Deficits	Comments/Surgeries
AUDITORY			
VISUAL			
SPEECH			
CARDIAC			
CIRCULATORY			
PULMONARY			
NEUROLOGICAL			
ORTHOPEDIC			
SCOLIOSIS			
Type/degree			
ALLERGIES			
LEARNING DISABILITY			
MENTAL IMPAIRMENT			
PSYCH. IMPAIRMENT			
SHUNT	Yes:	No:	
GI TUBES	Yes:	No:	
CATHETER	Yes:	No:	
OTHER			

MOBILITY: INDEPENDENT AMBULATION yes _____ no _____
BRACES yes _____ no _____
CRUTCHES yes _____ no _____
WHEELCHAIR yes _____ no _____

OTHER SPECIAL PRECAUTIONS: _____

I have reviewed the **CONTRAINDICATIONS** on the reverse side of this form. In my opinion this patient has none of these contraindications and may participate in supervised equestrian activities.

This for MUST BE signed and stamped by a physician.

PHYSICIAN'S NAME (please print) _____

PHYSICIAN'S SIGNATURE _____ DATE _____

ADDRESS _____

PHONE _____ FAX _____

ATTENTION PHYSICIANS: CONTRAINDICATIONS

PLEASE REVIEW CAREFULLY BEFORE SIGNING

AUTHORIZATION (from North American Riding for the Handicapped 2005)

Allergies

- Known and serve allergies to animals and an equine environment that could cause a medical emergency.

Atlanto-axial Instability (ALL) in Down Syndrome

- Children under the age of 2
- Neurologic symptoms of atlanto-axial instability or positive neurological clinical signs as noted by physician

Mobility Restrictions:

- Contractures or spasticity preventing safe positioning on the horse
- Decreased range of motion with pain, stiffness (Coxa arthrosis, Heterotrophic Ossification/Myositis Ossificans)
- Hip subluxation and dislocation
- Poor postural alignment in the spine, pelvis and/or lower extremities that cannot be corrected by handling techniques or adaptive tack.
- Joint replacements, inability to avoid unsafe positions or activities for that individual.
- If the participant cannot be safely supported on the horse due to trunk muscle weakness as in Muscular Dystrophy (MD)/Spinal Muscular Atrophy (SMA).

Head/Neck Control

- Inability to control for excessive head movement during mounted/driving activities.
- Participant is unable to hold their head against gravity with a helmet on during static sitting.
- If use of a helmet causes significant strain to the neck muscles and impairs head control.
- If the participant is positive for atlanto-axial instability with or without neurologic signs. (See Atlantoaxial Instability)

Medical Conditions

- Significant or prolonged fatigue or pain following the equine activity that can exacerbate the condition.
- If overexertion heightens the disease progression
- Uncontrolled hypertension
- During periods of exacerbation of neuromuscular disorders such as Multiple Sclerosis
- If physical exertion, or the environment will make breathing more difficult while doing the activity or for any time following.
- Appearance or worsening of neurologic symptoms in condition such as Spina Bifida, tethered cord, Chain II Malformation

Extreme Behaviors

- Extreme behaviors that are unsafe and/or unable to be controlled
- Serious alterations in mental status including delirium, dementia, dissociation, psychoses or severe confusion.
- Active conditions with behaviors of fire setting, self-abuse, animal abuse, sexual abuse, suicidal thoughts or aggression without direct support of a mental health professional.

Cranial Defects

- If an ASTM/SEI helmet for equestrian activities cannot offer complete protection to the head.

Diabetes

- Uncontrolled diabetes and/or associated medically unstable conditions.

Obesity

- If the staff is unable to safely manage the participant in any situation, including an emergency dismount and/or is at risk for harming themselves or the participant.
- If safety or comfort of the equine is compromised during mounted activities potentially resulting in a fight or flight response which in turn could harm the staff or participant.

Equipment Medical Devices/Casts

- If horse is unable to adapt & rider unable to go without
- Female participants with indwelling catheters

Hemophilia (Hemophilia B/ VonWillebrand Disease)

- Severe hemophilia (<1% Factor) and/or a history of bleeding episodes

Ontogenesis Imperfecta (OI)

- Moderate to severe OI with recent fractures, significant scoliosis or poor head/trunk control.

Osteoporosis

- Moderate to severe osteoporosis
- A history of fractures
- Pain with activity, particularly of the spine

Pathologic Fractures

- Recurrent pathologic fractures without successful treatment of the underlying medical cause.

Peripheral Vascular Disease (PVD)

- If skin damage is present, particularly in a weight bearing area.
- Redness, swelling or pain persists > 15-20 minutes after mounted activities and accommodation cannot be made.

Seizure Disorder/Epilepsy

- Recent seizure activity accompanied by strong, uncontrollable motor activity or atonic or "drop attack" seizures due to sudden and complete loss of postural muscle tone.
- A change of frequency or type of seizure until the condition is evaluated
- Inability to manage a participant during an emergency dismount should a seizure occur.

Skin Breakdown

- Open skin areas on a weight bearing surface or on a surface that may be subject to friction (buttock, inner thighs, calves, hands, etc/)
- Recent skin grafts over an area of weight bearing or friction. A release from physician is required to resume mounted activities

Spinal Cord Injury (SCI)

- Complete spinal cord injury above T-6 without adaptive tack that can assist in stabilization without interference to the movement of the equine and with quick release hardware.

Spinal Curvature

- If the activity produces lasting pain.
- If there is not enough spinal mobility to accommodate to the movement of the equine.
- If the spinal curvature is getting worse over time.
- Aggravation to compromised pulmonary function, heart function, circulation, and/or skin breakdown.
- Moderate or severe scoliosis or inability to achieve a full upright posture.

Spinal Fusion/Fixation

- If there is insufficient mobility in the spinal joints above and below the fixation/fusion to accommodate the movement of the equine.
- If there is a pre-existing condition of severe degenerative joint disease in the remaining mobile spinal joint.
- If there is significant pain.
- If the physician has not released participant for post surgical participation indicating a solid bony fusion/fixation.

Spinal Orthoses

- Use of a rigid chin support attached to the spinal orthosis.

Substance Abuse/Drug or Alcohol Dependence

- Active substance abuse.

Surgical Procedures- Recent- pending release for equine activity.



BEAMING INC.
Authorization for Emergency Medical Treatment
(Choose A or B)

A. Consent Plan:

In the event of an emergency where medical 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 BEAMING, Inc. 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/or any treatment procedure deemed "lifesaving" by the physician. This provision will only be invoked if the person below is unable to be reached.

In the event I (parent, guardian), _____ cannot be reached
(phone _____), please contact the following:

Contact #1: _____ Relationship _____ Phone: _____

Contact #2: _____ Relationship _____ Phone: _____

Physician Name: _____ Phone: _____

Preferred Medical Facility: _____

Health Insurance Co: _____

Group # _____ Member # _____

Consent Signature: _____ Date: _____

B. Non-consent Plan

I do not give consent for emergency medical treatment/aid for myself or my minor child/ward in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event that emergency treatment/aid is required, I wish the following procedure to take place:

Non-consent Signature: _____ Date: _____



BEAMING, Inc.
RELEASE OF LIABILITY AGREEMENT
OWNER/RIDER/TRAINER

I, _____, hereinafter referred as RIDER, for considerations received, and in return for the use, today and on all future dates of the property, facilities and services of KK Quarter Horses, LLC.; Katie L. Samuelson Klundt, Henry M. Klundt, Kayla M. Minschmidt, and Hanks Paynes Point Inc.; BEAMING, Inc.; and instructors, volunteers, Board of Directors, and any and all persons associated with BEAMING, Inc., hereinafter referred as MANAGER, I (RIDER) hereby agree as follows:

(Capitals indicate terms that will be defined either at the head or at the end of the agreement.)

1. RIDER agrees that when permitted by Wisconsin law, this agreement will be applicable to RIDER's heirs, assigns and representatives.
2. MANAGER acknowledges that this Release of Liability does not include intentional nor negligent behavior from part of MANAGER or MANAGER's employees, agents or representatives.
3. RIDER acknowledges that this form is a Release of Liability, which is separated from any other contract that RIDER may have or may sign with MANAGER.
4. RIDER agrees that not signing a Release of Liability may be a ground for refusal to be admitted within the FACILITIES or to participate in the ACTIVITIES. RIDER also agrees that by signing this form, RIDER is waiving any present, past or future right to negotiate a different Release of Liability form with respect to these ACTIVITIES.
5. **In case that RIDER desires to modify this Release of Liability form,** RIDER should communicate it to MANAGER's President. RIDER shall do this before attempting to enter the FACILITIES or taking part in the ACTIVITIES.
6. This document can only be modified in writing and signed by MANAGER's President.
7. RIDER [where applicable] makes this agreement on behalf of the following, who is/are RIDER's child(ren) or legal ward(s): (mm/dd/yyyy)

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

RIDER assumes all responsibility for the safety of this/these minor(s) and releases MANAGER and MANAGER's employees, successors and assigns, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and all claims for injury or death of the minor(s) that may arise from ACTIVITIES performed within the FACILITIES. RIDER accepts that this agreement will be applied to this/these minors ("RIDER" hereinafter will also refer to this/these minor(s)).

8. RIDER agrees to have read the following notice, which is included according to s. 895.481(5) of the Wisconsin Statutes:

Wis. Stat. 895.481(4)...

"Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes."

9. RIDER acknowledges there are inherent risks with these ACTIVITIES, and hereby expressly assumes all risks associated with participating in such ACTIVITIES. The inherent risks include, but are not limited to the propensity of EQUINES to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them.
10. RIDER acknowledges that EQUINES are unpredictable and subject to animal whim and that when frightened, angry or under stress, EQUINES may behave in unforeseen manners. For this reason, RIDER should not carry objects that may fall and/or may produce noises that could scare an EQUINE. RIDER assumes full responsibility for all risks in

connection with ACTIVITIES performed within the FACILITIES, and expressly waives any claims for any injury, loss, and/or damage arising from the participation of RIDER in these ACTIVITIES.

11. RIDER acknowledges that MANAGER and MANAGER's employees, agents, successors and assigns, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf cannot be held responsible for any total or partial act, occurrences or ELEMENTS OF NATURE, outside of the control of MANAGER that may affect an EQUINE causing it to react in some unsafe manner.
12. RIDER agrees to abide by and follow MANAGER's rules and regulations, which shall be posted and/or available from time to time. RIDER also acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler and then once mounting and taking up the reins of an EQUINE, RIDER is in primary control. RIDER agrees to be fully responsible for RIDER's own safety and that of any other person that may accompany or be close to RIDER while in control of an EQUINE within the FACILITIES.
13. RIDER acknowledges that a full and fair disclosure of RIDER's abilities has been made to MANAGER. RIDER waives any responsibility resulting from lack of disclosure of any circumstance known or that should have been known that may impede or limit the performance of RIDER.
14. **In case that RIDER be a female and pregnant**, RIDER assumes full responsibility for the safety of any unborn child and releases MANAGER and MANAGER's employees, agents, successors and assigns, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf against any injury or death that is sustained or suffered by the unborn child while performing any ACTIVITIES within the FACILITIES.
15. RIDER is advised to wear a properly fitted and secured HELMET every time riding or near EQUINES. **RIDER ACKNOWLEDGES THAT THIS IS AN INDISPENSABLE REQUIREMENT FOR ANY PERSON UNDER THE AGE OF 18 TO PARTICIPATE IN THE ACTIVITIES WITHIN THE FACILITIES.** MANAGER assumes no responsibility in providing RIDER with an appropriate HELMET, to check the condition of any HELMET or helmet strap used by RIDER or any other person, nor to monitor the compliance with these requirements at any time neither now nor in the future. RIDER assumes any and all responsibility for the decision to wear or not to wear a HELMET.
16. RIDER acknowledges that it is a requirement to participate in the ACTIVITIES within the FACILITIES to wear APPROPRIATE RIDING SHOES.
17. RIDER understands that it is RIDER's duty to inform MANAGER or any MANAGER's employee of any concern or issue with respect to the EQUINE or the EQUINE's equipment as soon as this concern or issue is known by RIDER. RIDER acknowledges that the lack of disclosure of these issues or concerns releases MANAGER and MANAGER's employees, agents, successors and assigns, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and claims for personal injury or property damage resulting from taking part in ACTIVITIES within the FACILITIES.
18. RIDER expressly releases MANAGER and MANAGER's employees, successors and assigns, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and all claims for personal injury or property damage resulting from participation of RIDER in the ACTIVITIES within the FACILITIES.
19. RIDER agrees to hold harmless, indemnify and defend MANAGER and MANAGER's employees, successors and assigns, agents, affiliated persons, and others acting on MANAGER's behalf from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with RIDER's participation in the ACTIVITIES, use of or presence within the FACILITIES.
20. **In the event of RIDER using RIDER's own EQUINE** or any other EQUINE not owned by MANAGER, RIDER warrants that said EQUINE(s) shall be free from infection, contagious or transmittable disease and shall provide proof of negative Coggins. MANAGER reserves the right to refuse access or the use of any EQUINE upon the FACILITIES that does not appear to MANAGER to be in good health, or is deemed dangerous or undesirable. RIDER assumes responsibility for any disease that may be occasioned to the EQUINES of MANAGER due to the introduction of a strange EQUINE within the FACILITIES. RIDER assumes all responsibility due to damage or property or any injury caused by a strange EQUINE introduced within the FACILITIES by RIDER.
21. RIDER assumes full responsibility and waives any claim in the case that RIDER decides to use RIDER's own trainer(s), instructor(s), or clinician(s). RIDER also accepts that any independent instructor(s), trainer(s), or clinician(s) not affiliated with MANAGER operate as independent businesses and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with MANAGER.
22. RIDER agrees that should emergency medical treatment be required, RIDER or RIDER's accident/medical insurance company shall pay for all such incurred expenses.

23. RIDER acknowledges that no oral representations or other agreements not herein expressed have been made to RIDER and that this Release of Liability constitutes a complete understanding and that the terms of this Release of Liability are contractual.
24. RIDER accepts that this Release of Liability is governed and should be interpreted under Wisconsin law and that this agreement is intended to be as broad and inclusive as Wisconsin law permits. Should any part of this document conflict with Wisconsin law, only that part will be nil and void and that the rest shall stay in effect. RIDER also accepts that any disputes that arise from the application or interpretation of this Release of Liability should be resolved by a Federal or State court of proper jurisdiction located in Wisconsin. RIDER, therefore, agrees that the legal jurisdiction for this contract will be the State of Wisconsin.
25. RIDER agrees to pay any attorney's fees and court costs that may be incurred by RIDER's breach. RIDER represents that RIDER:
- Is at or over 18 years of age;
 - Is of sound mind and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
 - Has fully read this Release of Liability and understands it;
 - Understands that signing this Release of Liability represents the waiver of any right to sue due to injuries or death according to what is expressed on this Agreement;
 - Has given complete, truthful and accurate information

DEFINITIONS:

ACTIVITIES: Refers, but it is not limited to, training, teaching, riding, inspecting, and evaluating an EQUINE. Riding, training or driving a vehicle pulled by an EQUINE. Assisting in the medical treatment of an EQUINE. Shoeing of an EQUINE. Riding as a passenger of an EQUINE. Assisting a person participating in any of these activities. Being for some other reason in the proximity of an EQUINE.

APPROPRIATE RIDING SHOES: Refers to shoes that have heels. This definition excludes tennis shoes or any other type of shoe that has no heels. This definition also excludes any type of shoe which heels exceed the appropriate size to be used with stirrups. MANAGER recommends the use of shoes which were made with the exclusive purpose of riding EQUINES.

FACILITIES: Refers to the horse stables and any area within the property of MANAGER where these ACTIVITIES take place.

ELEMENTS OF NATURE: Includes, but is not limited to, thunder, lightning, rain, wind, water, wild and domestic animals (which includes other EQUINES, insects and reptiles), irregular footing on out-of-door groomed or wild land. Land is subject to constant change in conditions according to weather, temperature, and natural and man-made changes in landscape.

EQUINE: Includes, but it is not limited to, donkeys, hinny, horses, mules and ponies.

HELMET: Refers to any certified protective equestrian headgear. In this contract, helmet does not include any kind of helmet or hard hat not designed to be used while riding an EQUINE.

RIDER

President of MANAGER

SIGNATURE OF OTHER PARENT OR GUARDIAN (WHEN CONTRACTING FOR MINORS)

DATE

3/2016



BEAMING, Inc.
Photo Release
Minors

I, _____, being the parent or guardian of the minor(s) named below, hereby grant BEAMING, Inc. permission to use the minor(s) likeness in a photograph or video in any and all of its media, including website entries and social media without payment or any other consideration.

I understand and agree that these materials will become the property of BEAMING, Inc. Therefore, I understand that no possessory nor property right (including Intellectual Property rights) will be kept by me or by the minor(s)

I hereby irrevocably authorize BEAMING, Inc. to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing BEAMING, Inc. or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product including written or electronic copy, wherein the likeness of the minor(s) appears.

Any right to royalties or other compensation arising or related to the use of the photographs and/or videos is therefore waived.

I hereby hold harmless, release and discharge BEAMING, Inc., its contractors, employees and volunteers from all claims, demands and causes of action which I, the minor(s), my heirs, representatives, executors, administrators or any other persons acting on my behalf, on behalf of my estate or on behalf of the minor(s) have or may have by reason of this authorization.

I understand that I have a right to negotiate a different form of photo release and in case of wanting to do so, I should communicate my desire to the President of BEAMING, Inc. **before** signing this document.

I therefore declare that:

- I am 18 years of age or older;
- I am of sound mind, and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
- I am the parent or guardian of the named minor(s);
- I have read this Photo Release and understand it;
- I understand that I am not compelled to sign this Photo Release;
- By signing this Photo Release, I am waiving my right to negotiate a different photo release with BEAMING, Inc.

Signature

Date

Address

Signing on behalf of:

Name of minor

Date of birth

Name of minor

Date of birth



BEAMING, Inc.
Photo Release

I, _____, hereby grant BEAMING, Inc. permission to use my likeness in a photograph or video in any and all of its publications, including website entries or social media without payment or any other consideration.

I understand and agree that these materials will become the property of BEAMING, Inc. Therefore, I understand that I have no possessory nor property right of any kind (including Intellectual Property rights) over them.

I hereby irrevocably authorize BEAMING, Inc. to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing BEAMING, Inc. or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product including written or electronic copy, wherein my likeness appears.

I waive the right to royalties or other compensation arising or related to the use of the photographs and/or videos.

I hereby hold harmless, release and discharge BEAMING, Inc., its contractors, employees and volunteers from all claims, demands and causes of action which

I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I understand that I have a right to negotiate a different form of photo release and in case of wanting to do so, I should communicate my desire to the Executive Director of BEAMING, Inc. **before** signing this document.

I therefore declare that:

- I am 18 years of age or older
- I am of sound mind, and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
- I have read this Photo Release and understand it
- By signing this Photo Release, I am waiving my right to negotiate a different photo release with BEAMING, Inc.

Signature

Date

Address

BEAMING INC.

Release of Liability
Agreement Visitor

I _____ hereinafter referred as VISITOR, in consideration for the use, today and on all future dates, of the property, facilities and services of KK Quarter Horses, LLC, Katie L. Samuelson Klundt, Henry M. Klundt, Kayla M. Minschmidt, and Hanks Paines Point Inc.; BEAMING, Inc.; and instructors, Volunteers, Board of Directors, and any and all persons associated with BEAMING, Inc. Hereinafter referred as MANAGER: I (VISITOR) agree as follows:
(Capitals indicate terms that will be defined either at the head or at the end of the agreement).

1. VISITOR agrees that when permitted by Wisconsin law, this agreement will be applicable to VISITOR, their heirs, successors, assigns and representatives.
2. MANAGER acknowledges that this Release of Liability does not include intentional behavior on the part of MANAGER or MANAGER's employees, agents or representatives.
3. VISITOR agrees that not signing a Release of Liability may be a ground for refusal to be admitted within the FACILITIES. VISITOR also agrees that by signing this form, VISITOR is waiving any present, past or future right to negotiate a different Release of Liability with respect to the use of the FACILITIES.
4. In case VISITOR desires to modify this Release of Liability, VISITOR should contact the President of MANAGER before attempting to use or enter the FACILITIES.
5. This document can only be modified in writing and signed by the President of MANAGER and by VISITOR.
6. VISITOR [where applicable] makes this agreement on VISITOR's behalf and on behalf of the following, who is/are VISITOR's child (ren) or legal ward(s).

(dd/mm/yyyy)

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

VISITOR assumes all responsibility for the safety of VISITOR and any of the above-stated minors, and releases MANAGER and MANAGER's employees, volunteers, agents, heirs, Representatives, family members, assigns, affiliated persons, visitors and others acting on MANAGER's behalf from any and all claims for injury or death of VISITOR and any minors so designated that may arise from the presence of VISITOR and the minors referred above on the FACILITIES. VISITOR accepts that this agreement will be applied to VISITOR and any minor so designated. (The term "VISITOR" does include the minors above stated.)

7. VISITOR understands that being allowed on the FACILITIES does not imply a permission to take part in the ACTIVITIES. In case VISITOR desires to take part in the ACTIVITIES, VISITOR shall communicate this desire to MANAGER's President before taking part in any ACTIVITIES and may not participate in ACTIVITIES until an alternate Release of Liability is signed by VISITOR and VISITOR obtains MANAGER's President's permission in writing before taking part in said ACTIVITIES.
8. VISITOR acknowledges that there are **inherent risks** in being within the proximity of EQUINES, and hereby expressly assumes all risks associated with being close to the EQUINES. These inherent risks include, but are not limited to, the propensity of EQUINES to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on that may result in an injury, harm or death to person on or around them.
9. VISITOR acknowledges that EQUINES are unpredictable and subject to animal whim and that when frightened, angry or under stress, EQUINES may behave in unforeseen manners. For this reason, VISITOR shall not carry objects that may fall and/or may produce noises that could scare an EQUINE. VISITOR shall abstain from taking pictures and in case that photographs or videos are taken, VISITOR shall use a device (camera or smartphone, among others) that produces no noise and no flash.
10. VISITOR acknowledges that MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf cannot be held responsible for any total or partial act, such as occurrences or ELEMENTS OF NATURE, outside of the control of MANAGER, that may affect an EQUINE causing it to react in some unsafe manner.
11. VISITOR assumes full responsibility for all risks in connection with VISITOR presence within the facilities and for being in the proximity of EQUINES. VISITOR expressly waives any claims for any injury, loss and/or damage arising from being in the proximity of EQUINES within the FACILITIES. This waiver is with respect to MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons and others acting on MANAGER's behalf.
12. VISITOR agrees to abide by and follow MANAGER's rules and regulations, which shall be posted and/or available from time to time.

13. VISITOR acknowledges that a full and fair disclosure of VISITOR's physical and mental condition has been made to MANAGER. Therefore, VISITOR waives any responsibility resulting from lack of disclosure or any circumstance (which includes but is not limited to diseases, allergies or pregnancy) that may affect VISITOR while in proximity to EQUINES.
14. VISITOR is advised to take all necessary precautions when in the proximity of EQUINES. MANAGER assumes no responsibility in providing VISITOR with safety gear nor to check the condition of any safety gear brought by VISITOR.
15. **VISITOR expressly releases MANAGER and MANAGER's employees, successors and assigns, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and all claims for personal injury or property damage resulting from being present within the FACILITIES and in the proximity of an EQUINE.**
16. VISITOR agrees to hold harmless, indemnify and defend MANAGER and MANAGER's employees, successors and assigns, agents, affiliated persons, and others acting on MANAGER's behalf from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with VISITOR's presence in the FACILITIES.
17. VISITOR agrees that should emergency medical treatment be required. VISITOR or VISITOR's accident/medical insurance company shall pay for all such incurred expenses.
18. VISITOR acknowledge that no oral representations or other agreements not herein expressed have been made to VISITOR, that this Release of Liability constitutes a complete understanding and that the terms of this Release of Liability are contractual.
19. VISITOR accepts that this Release of Liability is governed and should be interpreted under Wisconsin law and that this agreement is intended to be as broad and inclusive as Wisconsin law permits. Should any part of this document conflict with Wisconsin law, only that part will be nil and void and the rest shall stay in effect. VISITOR also accepts that any disputes that arise from the application or interpretation of this Release of Liability shall be resolved by a Federal or State court of proper jurisdiction located in Wisconsin. VISITOR, therefore, agrees that the legal jurisdiction for this contract will be the State of Wisconsin.
20. VISITOR agrees to pay attorney's fees and court costs that may be incurred by VISITOR's breach.

VISITOR represents that VISITOR:

- Is at or over 18 years of age;
- Is of sound mind, and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
- Has fully read this Release of Liability and understands it;
- Understands that signing this Release of Liability represents the waive of any right to sue due to injuries or death according to what is expressed on this agreement;
- Has given complete, truthful and accurate information.

DEFINITIONS:

ACTIVITIES: Refers, but it is not limited to, training, teaching, riding, inspecting, and evaluating an EQUINE. Riding, training or driving a vehicle pulled by an

EQUINE: Assisting in the medical treatment of an EQUINE. Shoeing an EQUINE. Riding as a passenger of an EQUINE. Assisting a person participating in any of these activities.

FACILITIES: Refers to the premises upon which Beaming, Inc. conducts their activities.

ELEMENTS OF NATURE: Includes, but it is not limited to, thunder, lightning, rain, wind, water, wild and domestic animals (which includes other EQUINES, insects and reptiles, among others), irregular footing on out-of-door groomed or wild land. Land is subject to constant change in conditions according to weather, temperature, and natural and man-made changes in landscape.

EQUINE: includes, but it is not limited to, donkeys, hinny, horses, mules and ponies.

VISITOR

President of MANAGER

Signature of other parent or guardian (When contracting for minors)

Date

3/2016



BEAMING, Inc.
Barn Rules/Regulations/Confidentiality Agreement

Please read, sign, and return to BEAMING, Inc. staff (required)

1. All participants working on-site (riders, volunteers and staff) must sign the waiver on their intake form prior to participating. **If under 18 years of age, the parent or legal guardian must sign the waiver.**
2. **Only Beaming staff and trained volunteers are allowed in stalls and turn out areas.** Riders may enter stalls ONLY with appropriate staff and volunteer supervision.
3. **Everyone must wear a properly fitted ASTM/SEI helmet when mounted.** BEAMING also requires that riders wear helmets when grooming unless otherwise determined by instructor.
4. **No SMOKING is allowed on the property.**
5. **No drinking of ALCOHOLIC beverages or use/possession of illegal substances is allowed on the property.**
6. **Jeopardizing safety or disrespecting horses or humans will not be tolerated.**
7. Always maintain a clean and tidy environment – put manure and trash in proper containers.
8. **Do NOT FEED the horses** treats or hay without permission from BEAMING staff. Some of our horses are on special diets and certain treats are hazardous to their health. Horses learn to bite when hand-fed.
9. Please respect areas marked “off limits”. BEAMING is using private property.
10. Volunteers, riders, and staff must wear appropriate shoes/boots while working around horses. No sandals, flip-flops, clogs, or open-toe shoes are allowed.
11. Report all injuries, accidents, or damages to BEAMING staff immediately.
12. Side walkers and horse handlers are to please **refrain from using cell phones** during lessons.
13. Please refrain from using PROFANITY.
14. Regard all parking and traffic regulations. Please don't park on the grass!
15. Refrain from disruptive behavior including running and making loud noises that might frighten animals.
16. Please do not climb or hang on gates.
17. NO DOGS allowed unless they are therapy dogs or previously approved by instructors.

Confidentiality and Rules/Regulations Agreement

I/We understand that all information (written and verbal) about participants at BEAMING, Inc. is confidential and will not be shared with anyone without the express written consent of the participant and his or her parent/guardian in the case of a minor. I/we acknowledge that I/we have read, understand, and am/are willing and able to follow the rules and regulations listed above. Additionally, I/we understand that not complying with these rules and regulations can result in immediate termination of participation in BEAMING activities. *Please retain a copy for your files.

Volunteer Signature: _____ Print Name: _____

Parent/Guardian: _____ Print Name: _____

Date: _____