



**906 Maple Drive Webster, NY 14580**

**(585) 787-9835**

*Participants are required to complete all 3 forms below (Participant Application and Health History, Release and Hold Harmless Agreement, and Physicians Statement) before starting any program activities with Never Say Never Foundation. Thank you!*

## **1. Participant Application and Health History**

*(To be completed by participant, parent or legal guardian)*

### **GENERAL INFORMATION**

Participant/Client: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_ Gender: M F

Participant's Present School or Program Enrollment \_\_\_\_\_ Residential? Y/N

Parent/Legal Guardian \_\_\_\_\_

Address: \_\_\_\_\_

Phone Contact Information: (please include any and ALL parents/guardians/caregivers that we should contact regarding client's participation or involvement in this program)

Name/Relationship \_\_\_\_\_ / \_\_\_\_\_ Phone \_\_\_\_\_ home/work/cell (circle)

Name/Relationship \_\_\_\_\_ / \_\_\_\_\_ Phone \_\_\_\_\_ home/work/cell (circle)

Name/Relationship \_\_\_\_\_ / \_\_\_\_\_ Phone \_\_\_\_\_ home/work/cell (circle)

Primary Contact E-mail: \_\_\_\_\_

Secondary/Alternate E-mail: \_\_\_\_\_

How did you hear about our program? \_\_\_\_\_

## HEALTH HISTORY

Long Term Illness? Y N Describe: \_\_\_\_\_

Special Needs? Y N Describe: \_\_\_\_\_

Physical Limitations and/or other Documented Health Issues:

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Intellectual Disability: Chromosomal and/or Down's related, Learning disability or difficulty/ Processing, CNS problems, FAS, other: \_\_\_\_\_

Mental Illness: depression, general anxiety disorder, OCD, ADD, ADHD, Autism, Asperger's Syndrome, emotional detachment disorder, emotionally disturbed, PTSD other

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Emotional/Social Issues: At-Risk, Life Transitions (divorce, death, moving, change in family dynamic) , Trauma, Shyness/Confidence issues, Abuse, Neglect, other:

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Have any of the above issues been diagnosed and treated by a Therapist or Physician? **Y N**

Name of Physician, Therapist, or other Medical Professional: \_\_\_\_\_

Is participant currently on any kind of medication, supplement, and/or special diet? **Y N**

Please describe \_\_\_\_\_

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Allergies: \_\_\_\_\_

**(continued on next page)**

## CURRENT HEALTH CONCERNS

Please indicate any difficulties with the following:

<i>Comments</i>
<i>Vision</i>
<i>Hearing</i>
<i>Sensation</i>
<i>Communication</i>
<i>Heart</i>
<i>Breathing</i>
<i>Digestion</i>
<i>Elimination</i>
<i>Circulation</i>
<i>Emotional/Mental Health</i>
<i>Behavioral</i>
<i>Pain</i>
<i>Bone/Joint</i>
<i>Muscular</i>
<i>Thinking/Cognition</i>
<i>Allergies</i>

Please tell us how you think this program might be of benefit:

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## 2. Physician's Statement

Participant Name \_\_\_\_\_ DOB \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

Address \_\_\_\_\_

Diagnosis \_\_\_\_\_ Date of Onset \_\_\_\_\_

Past / Prospective Surgeries  
\_\_\_\_\_

Medications \_\_\_\_\_

To my knowledge, there is no reason why this person cannot participate in supervised equine and animal related activities. However, I understand that the Never Say Never will weigh the medical information above against the existing precautions and contraindications

Name / Title \_\_\_\_\_ MD DO NP PA Other \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

License/UPIN number \_\_\_\_\_

# Never Say Never Foundation Liability Release Agreement for this Facility and Program

*(Please read carefully, and bring it pre-signed when you arrive to Never Say Never Stables)*

In consideration of being permitted to ride, interact with horses and ponies, take lessons, participate in special functions, which include traveling to and from special events, clinics, trail rides, special sessions, birthday parties, pony rides, equine assisted activities, and/or related events and activities; I hereby:

1. Understand that horse-back riding is a high risk sport and I understand the inherent dangers of riding or being around horses and am participating at my own risk. Serious injury may result from using this facility. I am willing to accept the risk of working with/on horses.
2. Hold Never Say Never Foundation and Stables; its owners, employees, agents, and/or volunteers harmless for any and all injuries or illness incurred by myself, my minor children and any others that accompany me on said property. I shall bring no claims, demands, actions, causes or action and/or litigation against Never Say Never Foundation and Stables and/or its associates or owners as previously stated for any loss due to bodily injury or death sustained by me, my minor children, legal ward, or horse(s) in relation to the premises and operation of this facility., which includes riding, handling, or being near horses or other animals.
3. Understand and agree that Never Say Never Foundation and Stables is not responsible for any act, occurrence, or element of nature that can scare, endanger or cause harm to a horse, causing it to react in an unsafe manner.
4. Acknowledge that I am familiar with horse riding and understand the rules governing special activities and the importance of following Never Say Never Stables Rules.
5. Agree that prior to any horse related activity, I will inspect horse, equipment, facilities, etc., and if I believe anything to be unsafe or beyond my capability, I will immediately notify the person in charge and refuse to participate.
6. Acknowledge and fully understand that I will be engaged in an activity that might result in serious injury including permanent disability or death, and severe social and economic loss. Not only by my action, inaction, or negligence, but also by the action, inaction and negligence of others, the rules of the sport/activity, or conditions of the premises or equipment used. Further, I acknowledge that there may be other risks not known to me or foreseeable at this time.
7. Am aware of the risks involved with horseback riding and I assume these risks and accept personal responsibility for the damages following such injury, permanent disability or death.
8. Understand that no pets other than the animals of Never Say Never will be allowed on the property.
9. Have checked with my child's physician and my son/daughter has been given a clean bill of health to participate in horse related activities OR has specific written permission by the child's physician and/or attending health care professional(s) to participate in horse related activities.
10. Understand that Never Say Never Stables cannot allow a person or persons to participate in any horse-related activity(s) if they have used: alcohol, controlled substances or any mood/mind altering substances. This includes illegal drugs, as well as prescription medication, if use of said medication in any way impairs a person's alertness or perception.
11. Understand and agree that anyone using this facility and/or parent/guardian will repair or reimburse Never Say Never Stables for all expenses which include materials and time in the event of any damage to equipment, jumps, arenas, or any part of the property that is damaged by their horse(s) or themselves.
12. Am aware that inhumane treatment of the horse(s) or repeated unsafe acts will immediately void all agreements and I will forfeit any fees and rights to access this center.
13. Understand that the stable owner shall not be liable for an injury to the horse(s) or damage to any property should the said horse(s) escape from the enclosure or while on the property.

***I have read this waiver and release, and understand that I give up substantial rights by signing it, and knowing this I sign it freely and voluntarily and I agree to participate and/or have my minor children participate, knowing these risks and conditions involved and do so of my own free will.***

Name of Participant \_\_\_\_\_ Signature of Parent \_\_\_\_\_ Date \_\_\_\_\_

**MEDICAL EMERGENCY INFORMATION**

**In the event of an emergency, contact:**

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Relation \_\_\_\_\_ Phone \_\_\_\_\_

**CONSENT PLAN**

In the event that emergency medical aid/treatment is required due to illness or injury during center activities, or while on the property of the agency, I authorize Never Say Never to:

1. Secure and maintain medical treatment and transportation if needed.
2. Release participant 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.

Consent Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or legal guardian, if under 18 \_\_\_\_\_

**NON-CONSENT PLAN**

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during center activities or while on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place:

\_\_\_\_\_  
Consent Signature \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

Parent or legal guardian, if under 18 \_\_\_\_\_

## **RELEASE AND HOLD HARMLESS AGREEMENT**

No student will be accepted for equine assisted activities and/or horsemanship instruction and no volunteer accepted for service at NEVER SAY NEVER until this form has been READ, UNDERSTOOD, COMPLETED AND SIGNED by the parent(s) or guardian(s) of a minor or, if the student or volunteer is of legal age and sound mind, by the student or volunteer.

Although participation in the program is under strict supervision and every effort is made to avoid injury or accident, the undersigned acknowledges the inherent risks involved in riding, driving, and working around horses. This includes bodily injury from horseback riding or driving or being in close proximity to horses. Among other risks, both horse and rider can be injured during normal use or in competition and schooling. In order to provide this valuable service, NO LIABILITY can be accepted by the NEVER SAY NEVER or any of the organizations or persons connected with the above named facility.

IN CONSIDERATION for the privilege of riding, driving and/or working around horses at the NEVER SAY NEVER the undersigned, as self, or as parent(s), or guardian(s) of the named minor, jointly or severally, do hereby agree to release, hold harmless and indemnify NEVER SAY NEVER, its officers, directors, trustees, agents, employees, representatives, successors and assigns from all manner of liability, loss, costs, claims, demands and damages of every kind and nature whatsoever, including but not limited to reasonable attorney's fees, which the undersigned or said minor may now or in the future have against NEVER SAY NEVER, its officers, directors, trustees, agents, employees, representatives, successors and assigns, on account of any accident, damage, injury or illness, physical or mental condition, known or unknown, to the undersigned or said minor, or the treatment thereof, arising as a result of, or in any way connected to, acts or incidents occurring at or relating to NEVER SAY NEVER, its officers, directors trustees, agents, employees, representatives, successors or assigns, including but not limited to their negligence or gross negligence in rendering the services described above or in any way incidental thereto. I have carefully read this agreement and fully understand its contents.

Participant Name (Print) \_\_\_\_\_

Parent / Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_