



Participant Contract

Please Keep for Your Records

The following are requirements that must be read and adhered to while participating in the lessons offered at New Hope.

PAYMENT FOR LESSONS:

1. Tuition is \$60 per class, and typically one class per week. Session starts in September and goes through the end of June with applicable days off for holidays and weather. Tuition is payable to New Hope by cash, check, or PayPal. Please stay current on payments.
2. **Unless a prior agreement is in place, lessons will discontinue after 3 non-payment of lessons. If you are currently behind, please contact Dave Kershen at 214-417-9645, or dkershen@newhopeequine.com to make a payment or set up a payment plan prior to resuming lessons.**
3. If the equestrian's tuition is being funded by a third-party payer, New Hope will invoice the third-party payer. **However, the equestrian or parents/guardians of the equestrian are ultimately responsible for payment.**

** Please note that all outstanding accounts need to be paid in full prior to starting each September.*

ATTENDANCE:

If an equestrian is unable to attend their scheduled lesson, a **24 hour advance notice is required**. This absence would be considered excused.

If an equestrian gives **less than 24 hours but greater than 2 hours**, a **\$20 charge** will be assessed to the equestrian's account, and this absence would be considered unexcused.

If the equestrian is a "no show" (**less than 45 minutes notice**), **he or she will be charged the entire cost for that lesson**. If the equestrian's tuition is being funded by a third-party payer, the third party payer **will not pay** for classes and the **equestrian will be responsible for payment**.

- a. Equestrians with 3 (three) unexcused absences may be removed from the program with the loss of payment received for classes.
- b. Emergency situations are the only exception for not calling to cancel. In the case of a true emergency a fee will not be charged.

In the event an equestrian no longer wants to participate in the program, a one-week notice would be greatly appreciated. This allows New Hope to schedule staff, volunteers and horses accordingly.

You will be asked to date and sign to acknowledge you have read and understand the payment and attendance policy.



PRECAUTIONS & CONTRAINDICATIONS

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In order to safely provide this service, New Hope Equine Assisted Therapy requires that a licensed medical professional complete the Medical History/Physician's Statement Form which is step three of the rider registration process.

The following conditions, if present, *may* represent precautions, which require additional investigation or modifications to make riding safe, or contraindications, which make the activity inappropriate from a safety consideration.

ORTHOPEDIC

Atlantoaxial Instability
Coxa Arthrosis
Cranial Deficits
Osteoporosis
Heterotopic Ossification/Myositis
Joint subluxation/dislocations

NEUROLOGIC

Pathologic Fractures
Spinal Fusion/Fixation
Spinal Instability/Abnormalities
Seizure disorder
Spina Bifida/Chiari II Malformation/Tethered
Cord/Hydromyelia
Hydrocephalus/Shunt

OTHER

Indwelling Catheters
Skin Breakdown
Weight Exceeds 200 pounds

MEDICAL/PSYCHOLOGICAL

Animal abuse
Physical/Sexual/Emotional Abuse
Dangerous to self or others
Exacerbations of medical conditions
Fire setting
Heart conditions
Hemophilia
Medical Instability
PVD
Respiratory compromise
Recent surgeries
Substance abuse
Thought Control Disorders



EQUESTRIAN GUIDELINES

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Equine Assisted Activities/ Equine Assisted Learning Classes: All classes are conducted by a certified PATH, Intl. Instructor or Instructor in Training candidate (ITC). All instructors and staff are certified in CPR/First Aid for both children and adults the The instructor will work with each equestrian and their support team to develop goals and objectives. These classes include exercises to increase core strength and motor control, lessons on horsemanship skills and horse care, and focus on helping equestrians better manage challenges in their daily lives.

Most lessons are approximately 1 hour in length, including tack & untack time. In some cases, lesson time may be shortened to accommodate the special needs of an equestrian or modified due to weather.

Calendar Year: Equine Assisted Activities and Equine Assisted Learning classes will be scheduled September through June. Please check emails for scheduled holidays and special events when New Hope will be closed (Thanksgiving, Christmas, Memorial Day). Our facility is open during July and August for summer camp, private workshops, clinics and program management.

Annual Update of Records: All equestrians must re-submit application forms, including Authorization for Emergency Medical Treatment, Physician's Statement/Medical History, and Liability Release annually.

Tuition: Tuition is \$60 per lesson, based on one lesson per week. Tuition is payable to New Hope by cash, check, or credit card (through PayPal). Credit payments require the fees be covered by participant. Financial aid is available to qualified families by request provided we have the funds available. Contact kbeisly@newhopeequine.com for assistance.

Attendance: If you must miss your scheduled class fill out the "report an absence" form at <https://www.newhopeequine.com/report-rider-absence> at least 72 hours in advance. Preferred method.

If it is within 24 hours of lesson time, text your instructor.

In an emergency, or less than 24 hours prior to lesson, phone (817) 729-5315 as soon as possible.

Volunteers who give their time each week to assure the safety of your rider are expecting you to be present. Some volunteers drive an hour to come help your rider be safe. When a scheduled rider does not show up or give enough notice, the volunteers who work with your rider may become discouraged and may drop out. This jeopardizes the entire program.

Attendance: Instructors will keep attendance records for all equestrians. Absences that the equestrian has given 24 hours notice for will be considered "excused." All other absences will be considered "unexcused."

***EQUESTRIANS WITH 3 UNEXCUSED ABSENCES MAY LOSE THEIR SPOT IN CLASS AND BE PLACED ON THE WAITING LIST.*If you give 24 hours notice, you will be given a credit for the missed class. If you do not give 24 hours notice, NO CREDIT or REFUND will be given.**

Late Policy: It is extremely important for the equestrian to arrive 10 minutes prior to class. If the equestrian is late for their scheduled lesson, New Hope cannot guarantee he/she will be able to ride. Once the lesson has begun, the instructor will not be able to leave the other equestrians to accommodate late arrivals.

Appropriate Clothing: All equestrians must wear ASTM/SEI-approved helmets when mounted. New Hope provides these helmets. Riders must wear long pants. All footwear must have closed toes. Hard-soled, sturdy shoes with heels are encouraged.

Weather Conditions: Preexisting: Classes will be canceled prior to scheduled time. All efforts will be made to contact families prior to that time. **Unplanned:** Should electrical storms, or tornado warnings occur during riding time, lessons will be delayed until safe conditions are established.



Safety Rules

PLEASE KEEP FOR YOUR RECORDS

All equestrians, family members, volunteers, staff and guests must comply with all posted safety rules. New Hope staff requests that all volunteers help to enforce these safety rules.

Safety is our Top Priority!

- ➡ NO SMOKING OR VAPING. Smoking is not allowed anywhere on New Hope property.
- ➡ NO WEAPONS including concealed firearms are allowed on the premises.
- ➡ Observe and obey all posted safety and restricted area signs.
- ➡ All persons within horse area will wear closed toed shoes. Riders must wear ASTM/SEI approved helmets and appropriate foot wear.
- ➡ No family pets allowed.
- ➡ Family and guests are requested to sit quietly in the parent area.
Please refrain from leaning or climbing on all arena fences.
- ➡ All treats must be approved by the instructor before being given to horses using the treat bucket. **NEVER HAND FEED TREATS TO THE HORSES.**
- ➡ The mistreatment, abuse, or verbal suggestions of abuse of any person or of any animal **will not** be tolerated.
- ➡ Please remember to keep our facility clean by disposing of trash properly.
- ➡ No cell phones or pagers inside the arena.
- ➡ Parents are responsible for the supervision of their children **AT ALL TIMES**. Absolutely no running, yelling, or disruptive behavior will be tolerated.
- ➡ All volunteers/riders on property must have an adult staff member present at all times.



Infectious Disease Guidelines

PLEASE KEEP FOR YOUR RECORDS

For Anyone Coming on to New Hope Property

- Do Not come to New Hope if:
 - You or anyone in your household is running a fever or displaying symptoms of any illness
 - You or anyone in your household have been diagnosed with Covid-19, Flu, or any other contagious infection, including lice etc.
 - You or anyone in your household have been exposed to anyone with suspected or confirmed Covid-19
 - You or anyone in your household is at high risk for Covid-19 (see CDC guidelines)
 - You are uncomfortable in any way about coming onto New Hope property

When on New Hope Property

1. All volunteers/riders on property must have an adult staff member present at all times.
2. No volunteer/rider comes on property after running a fever, until they have been symptom free for CDC recommended guidelines for the illness in question
3. Everyone coming on property is required to wash hands for 20 seconds with antibacterial soap and water before signing in, and before leaving premises. More frequent hand washing encouraged
4. Instructors required to wash hands using 20-30 second protocol before and after coming into contact with high traffic surfaces
5. Sanitizer is available
6. Maintain the social distancing rule of 6 feet
7. Masks may be worn but are not required

Protocols subject to change at any time



Waiver and Release of Liability & Indemnity Agreements

Please Keep for Your Records

When submitting your **online** application, the undersigned will be asked to acknowledge that he/she has read this Indemnity & Release form in its entirety, that he/she understands the terms of this release, and signs this release voluntarily and with full knowledge of the effects thereof.

All equine activities at or with New Hope Equine Assisted Therapy involve inherent risks and dangers, which could result in personal injury or death. I/we acknowledge the risks and dangers of a horse-back riding program to myself, my minor child, my ward, or any person(s) I bring on-site to a New Hope Equine Assisted Therapy location or event, however believe that the possible benefits to myself, my child, my ward, are greater than the risks and dangers assumed.

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

WAIVER AND RELEASE OF LIABILITY

I HEREBY, INTENDING TO BE LEGALLY BOUND FOR MYSELF, MY HEIRS AND ASSIGNS, EXECUTORS OR ADMINISTRATORS, EXPRESSLY WAIVE AND RELEASE FOREVER ALL CLAIMS FOR DAMAGES, COMPENSATION, OR LIABILITY ARISING AGAINST NEW HOPE EQUINE ASSISTED THERAPY, ITS BOARD OF TRUSTEES, INSTRUCTORS, THERAPISTS, AIDES, VOLUNTEERS, AND/OR EMPLOYEES FOR ANY OR ALL PERSONAL INJURY OR DEATH THAT I, MY MINOR CHILD, OR MY WARD MAY SUSTAIN IN CONNECTION WITH THE NEW HOPE EQUINE ASSISTED THERAPY ACTIVITY, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR DEATH IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF NEW HOPE EQUINE ASSISTED THERAPY, ITS BOARD OF DIRECTORS, GUARANTORS, INSTRUCTORS, THERAPISTS, AIDES, EMPLOYEES AND VOLUNTEERS ("RELEASEES").

INDEMNITY AGREEMENT

I HEREBY EXPRESSLY AGREE TO INDEMNIFY AND HOLD HARMLESS NEW HOPE EQUINE ASSISTED THERAPY, ITS BOARD OF DIRECTORS, GUARANTORS, INSTRUCTORS, THERAPISTS, AIDES, EMPLOYEES OR VOLUNTEERS ("INDEMNITEES") FROM ANY CLAIM FOR PERSONAL INJURY OR DEATH THAT I, MY MINOR CHILD, OR MY WARD MAY SUSTAIN IN CONNECTION WITH NEW HOPE EQUINE ASSISTED THERAPY ACTIVITIES, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES.

I understand that New Hope Equine Assisted Therapy, its Board of Directors, guarantors, instructors, volunteers and/or staff members (Indemnitees/Releasees) will not be legally liable for any personal injuries or death that I, my minor child, or my ward may sustain in connection with the Equine Activities regardless of any fault or negligence on the part of Indemnitees or Releasees.

CONFIDENTIALITY AGREEMENT: I understand that all information (written and verbal) about participants at the New Hope Equine Assisted Therapy PATH International center is confidential and will not be shared with anyone without the expressed permission of the participant and their parent, guardian or caregiver in the case of a minor. New Hope is HIPPA compliant.

PHOTO/MEDIA RELEASE: I DO _____ DO NOT _____ consent to and authorize the use and reproduction by New Hope Equine Assisted Therapy of any and all photographs, any audio-visual materials taken of me or spoken/written testimonials for promotional material, education activities, exhibitions or any other use for the benefit of New Hope Equine Assisted Therapy.