



Client Eligibility Guidelines

Prospect Riding Center will make every effort to meet the needs of all clients who apply. However, the nature of these activities includes limitations, precautions and occasionally contraindications.

We may be unable to accommodate your request based on:

- Size and weight-carrying ability of the available horses
- Nature of a disability or condition that would make it unsafe for an individual to ride
- Lack of an appropriate group for an individual to join
- Inability to schedule riding time to coincide with an individual's school or work schedule
- Lack of an adequate number of volunteer aides for a specific time slot

The safety of riders, volunteers, staff, and horses are of the utmost importance and are all taken into consideration when accepting new riders. All riders and their families **must** be willing to abide by all rules and directions given. Riders **must** wear an approved riding helmet and closed toe shoes.

Medical Precautions and Contraindications information is available for review from our office.

Age – Any mounted riding clients must be at least 5 years of age.

Weight Limits – We reserve the right to impose an upper and/or lower weight limit if no horse is available to safely carry a client whose weight is outside of those limits. This helps to protect the health and soundness of the horses as well as the safety of the rider, volunteers, and staff.

Behavior – Inappropriate, unsafe or disruptive behavior or any condition where the client is harmful to themselves or others is a contraindication to horseback riding.

Cancellation Policy - If you need to cancel your session, please contact us as soon as possible.

Anyone arriving more than 15 minutes late will be considered absent and will not be able to participate. Full payment is collected for absences if we are not given at least 24-hour notice.

If Prospect Riding Center must cancel a session due to weather or other circumstances, we will make every attempt to reschedule right away, or riders will receive credit.

Thank you for understanding these guidelines.

They are designed to provide the safest possible riding experience for our clients.

Prospect Riding Center

34250 SR 70 East, Myakka City, FL 34251 • 941-713-1736



Participant Application

Name: _____ Date of Birth: ____ / ____ / ____

Address: _____ County: _____

Home Phone: _____ Cell phone: _____

E-Mail: _____ Preferred Contact: Home / Cell / Email

Parent/Legal Guardian: _____ Phone: _____

Describe your experience with horses and/or horseback riding:

How did you hear about PRC?

- Client Service Provider
- Website
- Facebook
- Event On Site
- Event Off Site
- Friend / Word of Mouth
- Volunteer
- Staff / Board Member
- Media

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Voluntary Information:

The following demographic information is being collected to ensure that we are meeting our mission. Many of the grants we use to fund PRC require us to report this type of information. It is always reported as organization-wide data and no individuals are ever identified. All information provided is kept confidential. We appreciate your participation.

Race (mark all that apply):

- White
- Black or African American
- Native American
- Asian
- Pacific Islander
- Other
- _____
- Prefer Not to Say

Ethnicity (mark one):

- Hispanic
- Non-Hispanic
- Prefer Not to Say

Gender:

- Male
- Female
- Other
- Prefer Not to Say

Annual Household Income:

- Below \$25,000
- \$25,000 – \$50,000
- \$50,000 - \$75,000
- \$75,000 - \$100,000
- \$100,000+
- Prefer Not to Say

Education Level:

- Some Secondary Education
- High School Diploma
- Associate Degree
- Bachelor’s Degree
- Master’s Degree
- Doctoral Degree
- Prefer Not to Say

Health History

Name: _____ Date of Birth: ____ / ____ / ____

Address: _____ County: _____

City/State/Zip: _____

Allergies (including animal, food, medications, etc.): _____

Current Medications: _____

In case of emergency, contact:

Name: _____ Relationship: _____ Phone Number: (____) _____

Name: _____ Relationship: _____ Phone Number: (____) _____

Physician's Name: _____ Phone Number: (____) _____

Preferred Emergency Medical Facility: _____

Health Insurance Company: _____ Policy Number: _____

Authorization for Medical Treatment

In the event emergency medical aid/treatment is required due to illness or injury while participating in the Prospect Riding Center program: I (mark ONE box) **DO** / **DO NOT** authorize Prospect Riding Center to secure and retain medical treatment and transportation if needed. This authorization includes but is not limited to x-ray, surgery, hospitalization, medication and any treatment deemed "life-saving" by the physician. In addition, I authorized Prospect Riding Center to release my records to any individual involved in medical treatment and/or transportation that I might need. This provision will be invoked only if the emergency contact person(s) listed is/are unable to be reached. **Parent or Legal Guardian must remain on site at all times during equine assisted activities.**

Name (print): _____

Signature: _____ Date: _____
(Parent / Legal Guardian if participant is a minor)

If you **DO NOT** consent, if emergency treatment is required, the following procedures should take place:

(list procedures) _____

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Confidentiality Policy

Prospect Riding Center recognizes the right to privacy for clients and their families. The policy outlined below has been adopted to respect that right to confidentiality and ensure that all clients and their families retain control over their personal and sensitive information.

The information considered to be confidential includes all medical, personal, and/or financial information. This information is considered confidential regardless of how it is obtained.

Consent to disclose information to outside individuals or agencies, including photos and video, should be obtained in writing from the proper legal representative. For most children under the age of 18 this would be a parent or legal guardian. Adults over the age of 18 with developmental disabilities are presumed competent to give consent unless they have specifically been found incompetent in a court of law. In such case, a substitute decision-maker would be assigned, and any consent must be obtained from the decision-maker.

All individuals in any way connected with Three T's Ranch and/or Prospect Riding Center are bound by this policy, including but not limited to: board members, full and part-time staff, volunteers, and independent contractors. Any individual violating this policy will be subject to penalties up to and including termination and/or legal action.

I have read and understand the Prospect Riding Center confidentiality policy as described above and agree to abide by the policy.

Print Name: _____

Signature: _____ Date: _____

Photo Release

This release authorizes the use and reproduction by Prospect Riding Center of any and all photographs, videos, or other audio/visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

YES I consent

NO I do not consent

Signature: _____ Date: _____

Parent/Legal Guardian if individual is a minor

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**STATEMENT OF VOLUNTARY CONSENT, GENERAL RELEASE
OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISKS,
AND HOLD HARMLESS AGREEMENT**

Pursuant to Florida Statute §773.04, the following warning applies:

WARNING

“Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.” (definitions on page two)

In consideration of permission given by THREE T’s RANCH, LLC, a Florida limited liability company (the “Three T’s Ranch”), and Prospect Riding Center LLC, located at 34250 State Road 70 East Myakka, Florida 34251 to enter upon the premises for the purpose of participating in equine activities, I hereby agree as follows:

I, _____, for myself and my estate, heirs, administrators, executors, and assigns, hereby release, discharge and hold harmless: (i) Three T’s Ranch, Prospect Riding Center, (ii) its owner, officers, directors, employees, representatives, agents, and volunteers (collectively, the “Covered Parties”) for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, personal injury, or death, arising out of, connected with, or in any manner pertaining to my participation in equine activities on the premises, **WHETHER CAUSED BY THE NEGLIGENCE OF THREE T’s RANCH, PROSPECT RIDING CENTER, or Richard Deisterhoft, ANY OTHER COVERED PARTY or other party or otherwise.**

I fully understand that there are potential risks and hazards associated with and inherent upon entering said Premises and participating in equine activities, including, but not limited to, injury, loss, damage or death. Despite the potential risks, I wish to proceed, and freely accept and assume all risks that may arise on the Premises, and/or while participating in equine activities, **WHETHER CAUSED BY THE NEGLIGENCE OF THREE T’s RANCH, PROSPECT RIDING CENTER OR RICHARD DEISTERHOFT, ANY OTHER COVERED PARTY OR ANY OTHER PARTY or otherwise.** I acknowledge that my participation is purely optional, and that I am freely and voluntarily entering the Premises and participating in equine activities.

I agree to indemnify, hold harmless and defend Three T’s Ranch, Prospect Riding Center, and any other Covered Party from any and all claims, actions, damages, liability, costs or expenses (including reasonable attorneys’ fees) of any spectator, participant, or other third party, (including damage to any equine of any spectator, participant or third party) in connection with or arising out or caused by my presence and/or involvement or participation in the equine activities or observing or assisting somebody who is participating in the equine activities.

In signing this agreement, I acknowledge and represent that I have read and understand this agreement; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

Signature of Participant (or guardian if under 18):

Print Name:

Sign Name:

Date:

"Engages in an equine activity" means riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or any person assisting a participant or show management. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where a spectator places himself or herself in an unauthorized area.

"Equine": a horse, pony, mule, or donkey.

"Equine activity" includes:

(a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games, and hunting.

(b) Equine training or teaching activities or both.

(c) Boarding, including normal daily care of an equine.

(d) Riding, inspecting, or evaluating an equine belonging to another by a purchaser or an agent, whether or not the owner has received monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser to ride, inspect, or evaluate it.

(e) Rides, trips, hunts, or other equine activities of any type, no matter how informal or impromptu, that are sponsored by an equine activity sponsor.

(f) Placing or replacing horseshoes or hoof trimming on an equine.

(g) Providing or assisting in veterinary treatment.

"Equine activity sponsor": means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to: pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities, therapeutic riding programs, stable and farm owners and operators, instructors, and promoters of equine facilities, including, but not limited to, farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

"Equine professional": means a person engaged for compensation:

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

(b) In renting equipment or tack to a participant;

(c) To provide daily care of horses boarded at an equine facility; or

(d) To train an equine.

"Inherent risks of equine activities" means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

(a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.

(b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.

(c) Certain hazards such as surface and subsurface conditions.

(d) Collisions with other equines or objects.

(e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

"Participant" means any person, whether amateur or professional, who engages in or any equine that participates in an equine activity, whether or not a fee is paid to participate in the equine activity.