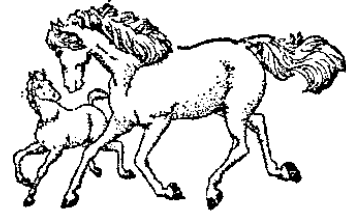




Kimberly Farms



Volunteers

What is a volunteer at Kimberly Farms???

The VOLUNTEER at Kimberly Farms is expected to work! This is a job and will be paid in “riding time” not cash. You will have to sign in and out. You will keep a record of the tasks you performed and the time it took. Some jobs take longer than others.

You will need to arrange ahead of time the days and times that you are going to be working and get approval from a staff member. You are expected to be here for the time you sign up, just like a job. If you are unable to come, you must call the farm ahead of time and advise that.

When you arrive to work, a list will be ready for you for your jobs. You are expected to complete that list on the day you are here. If you do not, you must advise the staff member what is left undone.

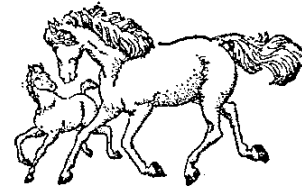
**** A \$5.00 application fee must accompany this paperwork**

Location: 1214 Cross Hill Road, Shaftsbury, VT
www.KimberlyFarms.org kimber@sover.net
802-442-5454 fax# 802-442-4675

Mailing Address: 1214 Cross Hill Road, No. Bennington, VT 0525



Kimberly Farms



Volunteer Registration

I, _____, do hereby apply to Kimberly Farms as a volunteer. I understand that I will work under the direction of the Instructor or her delegate. I will adhere to all the Barn Rules as per attached.

I also understand that I agree to indemnify and save Kimber Inc., and Robert and Valerie Shemeth harmless from any and all damage to person or property occasioned by my use of the subject premises and horses, which damage is not occasioned by the fault of Kimberly Farms or Robert and Valerie Shemeth.

I also understand after eight (8) hours of service, I will receive an award of one (1) hour of riding time. The horse will be inspected by me and I shall sign the attached Hold Harmless form for said horse.

TIMES AND DAYS OF AVAILABILITY _____

Signature

Parent/Guardian signature if under 18

Date

Date

Volunteer e-mail address

Parent/Guardian e-mail address

Registration Fee: \$5.00

Location: 1214 Cross Hill Road, Shaftsbury, VT
www.KimberlyFarms.org kimber@sover.net
802-442-5455 fax# 802-442-4675

Mailing Address: 1214 Cross Hill Road, No. Bennington, VT 0525

Barn Chores / Date _____
Today's Supervisor: _____

- _____ Muck _____ stalls in horse barn
- _____ Bed these stalls: _____
- _____ Bed these stalls: _____
- _____ Empty and fill water buckets in <MAIN BARN> <RUN IN SHED>
- _____ Dump and sanitize water buckets in <MAIN BARN> <RUN IN SHED>
- _____ Sweep: <HORSE BARN> <FEED ROOM> <TACK ROOM>
- _____ Brush cobwebs from all window and beams
- _____ Wash windows
- _____ Help bring in horses
- _____ Water arena
- _____ Fill outside water tanks in: _____
- _____
- _____ Help tack school horses
- _____ Help get and tack horses for trail rides
- _____ Help with lessons
- _____ Brush and groom: _____
- _____ Special assignments: _____
- _____
- _____

*** other duties as assigned

KIMBERLY FARMS
Cross Hill Road
Shaftsbury, VT 05262
(802) 442-5454

Hold Harmless Agreement

I have agreed to ride _____ owned by
(name of horse)

(owner's name)

I recognize the element of risk in activities dealing with live animals and agree to assume this risk for myself, my personal property or any other animal with me. In electing to ride the above named horse, I am satisfied with the horse's behavior, demeanor, and safety; and have personally examined same.

I further agree that if any damage shall be occasioned or loss occur to myself, horse or other personal articles, that I will make no claim thereto and will hold Kimberly Farms, their employees, or agents harmless from any claim or demand of whatsoever kind or nature that may be occasioned while on the grounds or outside the grounds to myself or to others.

NAME _____

PARENT/GUARDIAN (if under 18) _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

HOME PHONE _____

VOLUNTEER CELL PHONE _____

PARENT/GUARDIAN CELL PHONE _____

VOLUNTEER E-MAIL _____

PARENT/GUARDIAN E-MAIL _____

AGE OF VOLUNTEER _____

DATE _____

Volunteer Sign In Sheet

Name _____ Week Ending _____

	Date	Time In	Time Out	Total Hrs.	Jobs Completed
Sat.					
Sun.					
Mon.					
Tues.					
Wed.					
Thur.					
Fri.					
				Grand Total Hours	

**** For every 8 hours worked you are entitled to either a one hr. private lesson or a trial ride, contact the office to schedule**

***** PLEASE INITIAL NEXT TO EACH ASTERISK AND SIGN ON THE BOTTOM OF THE SECOND PAGE. *****
HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK
AGREEMENT [FOR INDIVIDUALS]

Kimberly Farms (Stable/Operator Name, hereinafter known as "THIS STABLE").
1214 Cross Hill Rd, North Bennington, VT 05257 (Location or address of THIS STABLE)

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THIS STABLE.

PARTICIPANT NAME (please print name) 1. _____

AGE (if under 18) 2. Age _____ **3. Date of Birth** _____

WEIGHT Over 240# 4. _____ **YES** _____ **NO** _____

HORSE RIDING EXPERIENCE (Check one that applies) 5. ___ **BEGINNER (under 10 hours)** ___ **OVER 10 HOURS**

6. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO (circle one)

7. If you circled "YES", how can we help this participant with his/her special needs? _____

8. MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses.

→ My medical insurance company is _____ **My policy number is** _____ **[] I do not carry medical insurance**

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.

- * **B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE's location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE's property, be on THIS STABLE's property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE's property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

- * **C. INHERENT RISKS/ASSUMPTIONS OF RISKS I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

- * **D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE ACKNOWLEDGE THAT:** The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. **I/WE ACKNOWLEDGE THAT** The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. **I/WE ACKNOWLEDGE THAT:** THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The**

participant and parent or legal guardian have inspected THIS STABLE's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.

* E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I/WE ACKNOWLEDGE THAT:** When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

* F. **SADDLE GIRTH LOOSENING WARNING I/WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

* G. **PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: I/WE AGREE THAT:** I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences. **I/WE ACKNOWLEDGE THAT:** THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I/WE ACKNOWLEDGE THAT:** Protective headgear/helmet provided by THIS STABLE may not be of perfect fit for the participant's head, and that once provided I/WE will be responsible for securing the headgear/helmet on the participant's head at all times. **I am not relying on THIS STABLE and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

* H. **PROTECTIVE HEADGEAR/HELMET POLICY**
THIS STABLE'S PROTECTIVE HEADGEAR/HELMET POLICY:
I understand and agree that THIS STABLE requires all riders must wear ASTM Standard F 1163 Protective Headgear/Helmets.

* I. **LIABILITY RELEASE I AGREE THAT:** In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or IT'S ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

* J. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

* K. **PHOTOGRAPH RELEASE** I hereby authorize the use in any promotional materials of any photograph taken of me, or my child, while participating in any activity at Kimberly Farms Stables.

Each participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves) _____
DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____
DATE

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 _____
DATE

Address in Full _____ Home Phone # _____

EMAIL _____

PERSON TO CONTACT IN CASE OF AN EMERGENCY _____
RELATIONSHIP TO PARTICIPANT () _____
PHONE NUMBER