

NAME OF PARTICIPANT (or GROUP): \_\_\_\_\_



Higher Ground Healing

23776 Cody Park Road Golden CO 80401

720.835.8504

## RELEASE, WAIVER & INDEMNITY AGREEMENT

### For Participants, Visitors & Volunteers

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "Higher Ground Healing", and/or to use or come into contact with horses and/or facilities either owned or controlled by Higher Ground Healing (hereinafter referred to as "HGH") and to visit and/or to receive training, instruction, coaching or counseling from the agents or employees of HGH of the risk of injury and dangers inherent in entering upon said premises and/or the handling or riding of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS HGH AND / OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY HGH AND / OR TO RECEIVE TRAINING, INSTRUCTION, COACHING OR COUNSELING FROM THE AGENTS OR EMPLOYEES OF HGH, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE HIGHER GROUND HEALING THEIR MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY, AND PARTICIPANT AGREES TO ASSUME ALL RISKS INHERENT IN COMING IN CONTACT WITH HORSES, WHETHER MOUNTED OR NOT, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS.

IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED IN THE FIRST

PARAGRAPH; TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND PARTICIPANT, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL THE OTHER RISKS OF COMING INTO CONTACT WITH HORSES, AND INDEMNIFY AND HOLD HARMLESS HIGHER GROUND HEALING FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY PARTICIPANT AND FURTHER TO INDEMNIFY HGH FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by participant and any parent or guardian whose signature appears on this document that this release, waiver, and indemnity agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine

Professionals from liability under the colorado equine activity liability act, and that hgh is covered by the provisions of that act. This release shall be governed and construed by the laws of colorado, regardless of where any injury or loss shall occur. In the event that any portion of this release shall be declared unenforceable, such declaration shall not affect the remaining terms of this document

☐ participant has been advised to wear closed toed footwear at all times while coming in contact with horses and expressly assumes the risk of injury resulting from failure to do so and or from selecting footwear which does not adequately protect against injury. Participant has been provided a copy of the barn rules.

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|                          |              |      |
|--------------------------|--------------|------|
| Signature of Participant | Printed Name | Date |
|--------------------------|--------------|------|

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|                                  |              |      |
|----------------------------------|--------------|------|
| Signature of Parent or Guardian* | Printed Name | Date |
|----------------------------------|--------------|------|

\*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO PARTICIPANT, IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE.

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**PHOTO RELEASE:**

By initialing below, the participant gives permission for Higher Ground Healing to use photographs and/or videos of participant, identified only by first name and last initial, in any promotional materials, whether digital or print.

Participant's Initials: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Physician's Name: \_\_\_\_\_  
Health Insurance Co: \_\_\_\_\_ Policy #: \_\_\_\_\_  
Allergies to \_\_\_\_\_  
Medications: \_\_\_\_\_  
Current Medications: \_\_\_\_\_

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

|             |                 |              |
|-------------|-----------------|--------------|
| Name: _____ | Relation: _____ | Phone: _____ |
| Name: _____ | Relation: _____ | Phone: _____ |
| Name: _____ | Relation: _____ | Phone: _____ |

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of Higher Ground Healing, I authorize Higher Ground Healing to:

1. Secure and retain medical treatment and transportation if needed; and
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

### Consent Plan

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: \_\_\_\_\_  
Client (or Parent / Legal Guardian, if client is a minor)

### Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of Higher Ground Healing. In the event emergency treatment/aid is required, I wish the following procedures to take place:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-Consent Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Client (or Parent / Legal Guardian, if client is a minor)

### Please state any medical issues currently being treated

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Is there anything we should know about your child to ensure they have a positive camp experience?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# BARN RULES

For the safety of all, we kindly request  
that you adhere to the following while  
at Higher Ground Healing

**Thank you.**

## DON'TS

No smoking in or near the barn.

No sudden movements or loud noises around the horses—  
they can spook easily.

Never go under a horse.

Never enter a stall without permission.

Never mount or ride a horse in the barn.

Do not feed the horses.

## DO'S

Make sure the horse is aware of your presence before you approach  
and while you work with him or her.

Wear closed toe shoes or boots.

Children under age 8 must be supervised at all times by an adult.

A proper riding helmet must be worn at all times while mounted.

Ensure all gates remain closed and properly latched.

Report any potentially unsafe condition to a barn manager.

I have read and  
understood the  
above rules:

\_\_\_\_\_  
(initials)



23776 Cody Park Rd.  
Golden CO 80401  
720.412.0584  
info@highergroundhealing.org

## Scholarship Fund Application

**If you or your child needs financial aid to participate in any of our programs, complete this application. Funding is limited and a co-pay is required.**

Contact Information: \_\_\_\_\_

Applicant/Parent Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

**Program(s) for which you seek financial aid? (circle or check one or more)**

- ☐ Individual Therapy
- ☐ Family Therapy
- ☐ Weekly Child/Adolescent Group
- ☐ Weekly Adult Group
- ☐ Workshop

### Financial Information:

How many people are in your household (total number of children and adults)? \*

1            2            3            4            5            6 or more

How many adults are employed in your household? \*

0            1            2            3

**What's your average annual household income? \***

- ☐ less than \$50,000
- ☐ \$50,000 to \$74,999
- ☐ \$75,000 to \$99,999
- ☐ \$100,000 to \$135,000
- ☐ greater than \$135,000

Please describe your (or your child's) need for financial assistance:

What amount of the program fee could you reasonably afford as a co-pay?

\$ \_\_\_\_\_

Please describe how you (or your child) would benefit from the program at Higher Ground Healing.

What do you hope to gain through participation? \*

Funds are limited and submission of an application does not guarantee a financial aid award. Anyone being awarded financial aid or a scholarship will be asked to pay a nominal co-pay as well as sign a contract committing to regular program attendance and arriving to session on time.

☐ I have read and agree to the above terms & conditions.

#### **Referral Information**

How did you hear about our programs & scholarship fund? \*

- ☐ Friend
- ☐ Therapist or counselor
- ☐ Internet search
- ☐ Facebook or other social media
- ☐ Brochure or other written material
- ☐ Other