

# Saddles of Joy Inc.

2749 W. County 14<sup>th</sup> Street Yuma AZ 85365

[saddlesofjoyinc.org](http://saddlesofjoyinc.org)



## SCHOOL INFORMATION PACKET

Please make sure...

ALL FORMS ARE COMPLETELY FILLED, SIGNED, DATED

- ☐ Class & Fee Schedule
- ☐ Release of Liability/Photograph permissions
- ☐ Student Personal Information Sheets for \_\_\_\_\_ students
- ☐ Play Ground Rules
- ☐ Attach Copy of School Schedule

### Responsible Party Contact Information:

Teacher Name	
Contact Phone	
Contact Email	
School	
School Phone	
Billing Email	
Billing Address	
P O Number (if applicable)	

### Office:

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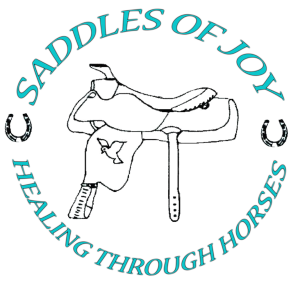
928-344-3562



[saddlesofjoy1@gmail.com](mailto:saddlesofjoy1@gmail.com)



Tax ID 86-0984727



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## Our Mission

Saddles of Joy, Inc. is a non-profit providing an equine therapeutic riding program that serves special needs children, their families and the community. Our mission is to provide all those who come to us with a healthy learning environment that contributes to healing the body, mind and spirit."

*Our Vision* is an equine therapeutic riding program dedicated to introduce children, or any other person with the desire to know the joy and values of one of God's most beautiful creations, "The Horse." It is our desire to educate the community and any interested party to the therapeutic value of horse and rider. Be it child or adult, we continue on with understanding and physical ability of our riders. We here at Saddles of Joy, Inc. acknowledge the level of success is simply putting the two together, horse and rider, with positive results. Be it child or adult, we continue with the education in horsemanship and care of the horse are at the level of physical ability of all our riders. We allow the gentle nature of our four-legged therapists to produce any and all healing physical, mental, emotional, or spiritual. That is what therapeutic riding at this level is all about. It is our hope and desire here at Saddles of Joy, Inc. that as we provide this service, we are improving the quality of life for both horse and rider, as well as produce a bond of healing. We are a non-profit organization and offer our services to the community as such.

The dedication of our all Staff Volunteers, Advisory Board and Directors is very sincere!

*Barbara Tomlinson*

Barbara Tomlinson  
President and Founder



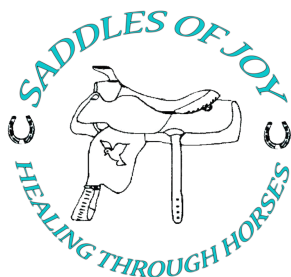
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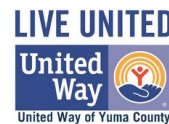
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## School Class and Fee Schedule Contract

This contract, dated \_\_\_\_\_ is between Saddles of Joy, Inc. and \_\_\_\_\_ School

☐ Fall Semester, 10/01/ \_\_\_\_\_ to 12/31/ \_\_\_\_\_

- ☐ \$400.00 per school class for up to ten (10) students  
☐ \$500.00 per school class for eleven to fifteen (11-15) students  
☐ \$600.00 per school class for sixteen to twenty (16-20) students  
(Twenty students is the maximum number allowed per class.)

(Pick two or three preferred days/times, indicate order of preference)

Date & Time	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 am-10:00 am					
10:00 am – 11:00 am					
11:00 am – 12:00 pm					

☐ Spring Semester, 01/04/ \_\_\_\_\_ to 05/31/ \_\_\_\_\_

- ☐ \$400.00 per school class for up to ten (10) students  
☐ \$500.00 per school class for eleven to fifteen (11-15) students  
☐ \$600.00 per school class for sixteen to twenty (16-20) students  
(Twenty students is the maximum number allowed per class.)

(Pick two or three preferred days/times, indicate order of preference)

Date & Time	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 am-10:00 am					
10:00 am – 11:00 am					
11:00 am – 12:00 pm					



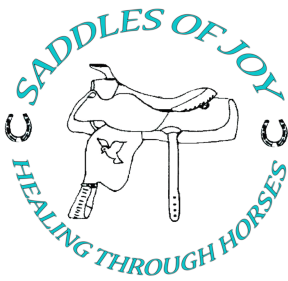
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## School Class and Fee Schedule Contract, continued

- ☐ The school class fee will be paid either per semester, due no later than October 1<sup>st</sup>, The second semester no later than February 1<sup>st</sup>. You may opt to pay for both semesters at one time.
- ☐ Saddles of Joy, Inc. agrees to provide supervised assisted horseback riding to the children in the class. The number of children in the class will determine the amount of time dedicated to each student.
- ☐ Saddles of Joy, Inc. will also provide safety belts and helmets for each child while riding the horses. School will provide all transportation to Saddles of Joy, Inc. 2749 W. County 14<sup>th</sup> St., Yuma, AZ 85365.
- ☐ The School and School Certified Staff and Aides agree to provide supervision for the children at all times including when they are in the Playground. See Playground Rules attached.
- ☐ School Certified Staff and Aides to supervise students to only use appropriate age equipment to ensure safety.
- ☐ All students are to be supervised at all times by School Certified Staff and Aides except when in the riding ring with Saddles of Joy staff.
- ☐ School Certified Staff and Aides will assist with belts and helmets, and getting on and off the ramp.
- ☐ School Certified Staff and Aides must be alert at all times to the safety of the children, and agree no cell phone or personal device usage while at Saddles of Joy.
- ☐ To accommodate the scheduling of other sessions, classes will start and end at the designated times.
- ☐ The School agrees to have its children and School Certified Staff and Aides follow the attached **Playground and Equipment Rules** at all times. If School Certified Staff and Aides allow children to break playground equipment, the School will be billed for the repair or replacement.
- ☐ In the even that cancellations occur due to weather conditions (including high wind or rain), the breakdown of essential equipment or any even beyond the control of Saddles of Joy, Inc. that could jeopardize the safety of the students, School Staff, or Saddles of Joy staff, the School will hold harmless Saddles of Joy, Inc.
- ☐ In the event that this contract is terminated prior to the expiration date, the School will hold harmless Saddles of Joy, Inc. and no refund of fees will be made.
- ☐ In the event the School must cancel previously scheduled times, the School must notify Saddles of Joy, Inc. 24 hours prior or as soon as it is deemed reasonable to do so.
- ☐ Rescheduling of canceled scheduled times will occur in accordance with availability.
- ☐ Each child's IEP (Individual Educational Plan) should indicate that Saddles of Joy, Inc. is part of the plan. The school will provide Saddles of Joy, Inc. with the duties or specific instructions/goals that it has directed to its School Certified Staff and Aides to perform and will hold their staff to those duties.

Barbara Tomlinson  
SOJI President/Director  
Witnessed by: \_\_\_\_\_, Print: \_\_\_\_\_

Date

Name, Title: \_\_\_\_\_  
School Name: \_\_\_\_\_

*Saddles of Joy, Inc.*



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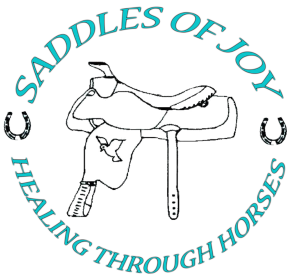


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## PLAYGROUND EQUIPMENT RULES

Students are to be supervised at all times by School Certified Staff and Aides except when in the riding ring with Saddles of Joy staff.

Students are permitted use of equipment suitable for their age and size.

No throwing of toys or playground equipment is permitted

Schools and participants are responsible for broken playground equipment when used inappropriately.

All playground equipment condition is checked for damage or breakage on a regular basis

Schools found to be responsible for breakage of equipment will be billed for replacement.

Repeated misuse of playground equipment will result in removal of the privilege.



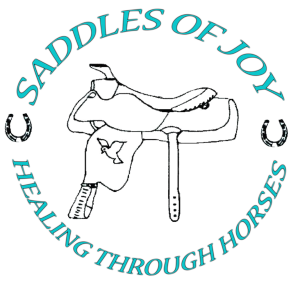
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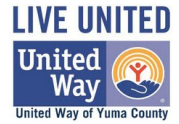
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## STUDENT PERSONAL INFORMATION

PLEASE PRINT LEGIBLY



Student Name	Date of Birth
<input type="text"/>	<input type="text"/>

Student Address
<input type="text"/>

Contact Numbers	Home	Mobile
<input type="text"/>	<input type="text"/>	<input type="text"/>

Medical condition/description of identifying disability
<input type="text"/>

Allergies
<input type="text"/>

Items outlined on AEP/Special Instructions:
<input type="text"/>

Level of riding experience:	<b>none</b>	<b>beginner</b>	<b>intermediate advanced</b>
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IN CASE OF EMERGENCY, 911 WILL BE CALLED

Parent/Guardian Name	<input type="text"/>
Emergency Numbers	<input type="text"/>
Doctor	Phone #
Hospital	Phone #

WE WANT THE CHILDREN TO ENJOY EVERYTHING SADDLES OF JOY, INC. HAS TO OFFER; CERTIFIED STAFF AND AIDES ARE RESPONSIBLE FOR THE SAFETY OF THE CHILDREN WHEN THEY ARE NOT IN THE ARENA. We reserve the right to refuse service.

Parent/Guardian signature: \_\_\_\_\_ Date \_\_\_\_\_



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# SADDLES OF JOY, INC.

PARTICIPANT'S NAME: \_\_\_\_\_

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at **SADDLES OF JOY, INC.** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

### Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates an equine therapeutic riding operation in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the City of St. Yuma, AZ, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.



### Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take photographs and video of Participant in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

### Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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