



Image of Hope Ranch, Inc, Volunteer Packet

Dear Potential Volunteer,

Thank you for your interest in becoming a volunteer for Image of Hope Ranch, Inc. It is our goal to make sure that everyone who comes to Image of Hope is made to feel welcome but most of all is safe. Enclosed are the forms needed to become a volunteer at Image of Hope Ranch. All forms must be completed and signed. If you are under the age of 18 they must also be signed by a parent or legal guardian. Please bring the completed forms with you to your first appointment and tour of the ranch. We will also need a copy of your driver's license if over the age of 18. A Liability Release form is needed for everyone you might bring to the ranch. If they would also like to volunteer then a Volunteer Packet will need to be completed for them too. If you have any questions about the forms or to schedule your appointment please call the office at 260-409-9860.

Thank you,

Image of Hope Ranch, Inc.

Mission Statement

Image of Hope Ranch exists to heal the soul and offer hope for the broken thru encouragement and unconditional love, empowering them to be more than they think they are.

Image of Hope Ranch, Inc. Volunteer Application

Contact Information

NAME: _____

EMAIL: _____

ADDRESS: _____

PHONE: _____

DOB: _____

Have you ever been convicted or plead guilty to a crime or sexual abuse?

YES _____ NO _____ (If yes please explain)

Is there any fact or circumstance involving your background that would call into question your being entrusted with the supervision of a minor?

YES _____ NO _____ (If yes please explain)

Are you willing to permit a police background check (18 and over)? YES NO

If yes, please sign and date: _____ Date: _____

Areas of Interest

Please check all that you would be interested in. If you have questions about any of these or you have a talent or gift that is not on this list please add it to the blanks provided.

_____	Office Assistant
_____	Hay Team
_____	Landscaping
_____	Prayer Team
_____	Session Instructor
_____	Builder
_____	Painting
_____	Fund Raiser
_____	Mechanic
_____	Machine Operator

_____	Memories
_____	Groomer
_____	Stall Cleaner
_____	Barn Cleaning
_____	Maintenance
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Schedule

Please complete the following. If at any time your schedule of availability changes please let Image of Hope know.

I am able to begin volunteering on _____

The days and times I am available to volunteer are:

Monday	Start _____ am/pm	Finish _____ am/pm
Tuesday	Start _____ am/pm	Finish _____ am/pm
Wednesday	Start _____ am/pm	Finish _____ am/pm
Thursday	Start _____ am/pm	Finish _____ am/pm
Saturday	Start _____ am/pm	Finish _____ am/pm

Getting To Know You

Some of the skills/strengths I possess are _____

I want to be a volunteer at Image of Hope Ranch because _____

Some of my interests, hobbies and achievements are _____

Applicant Statement of Verification and Release

The information contained in this application is true and complete to the best of my knowledge. I authorize references listed on this application to give any information that they may have regarding my ability and character to work with minors.

I further agree and understand that the screening given by Image of Hope Ranch, Inc. may include verification against Sexual Offender Registry and may also include a criminal background check.

Should my application be approved, I agree to be bound by the Indiana Equine Law and the rules, policies and guidelines of the Image of Hope Ranch, Inc. This may include additional periodic background or reference checks.

PHOTO RELEASE I/WE RELEASE: all rights to photos taken of you future use by Image of Hope Ranch, Inc. and/or Whispering Pines Horse Ranch, LLC, its founders, leaders and/or Board of Directors in ranch publications, videos, books newsletters, etc. Initial _____

PLEASE INITIAL:

Received and read Indiana Equine Law form _____

Received and read Image of Hope Ranch, Inc. Stable Rules _____

I understand that this application and all parts of this file are to be kept in confidence and are the sole property of Image of Hope Ranch, Inc. and are not available for my review.

I further state that I have read the Verification and Release and know the contents thereof and I sign this release as my own free act. This is a legally binding agreement which I have read and understand.

APPLICANT'S SIGNATURE

DATE

Parent Statement of Verification and Release if Applicant Is A Minor (less than 18 years of age)

If the applicant is a minor, a parent/guardian is required to also sign and affirm that the minor has not engaged in any illegal activities. That the information contained in this application is true and complete, to the best of my knowledge. I authorize references listed in this application to give you any information they may have regarding the ability and character to work with minors. To my knowledge he/she has not engaged in any illegal activity, child abuse or misconduct of any kind and I know of no reason why he/she should not be involved with Image of Hope Ranch, Inc. I understand that this application form and all parts of the file are to be kept in confidence and are the sole property of Image of Hope Ranch, Inc.

If a dispute over this agreement or any claim for damages arises, the applicant or parent/guardian agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the applicant or parent/guardian and the Image of Hope Ranch, Inc. Board of Directors cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution pursuant to the rules of the American Arbitration Association.

PARENT/GUARDIAN

DATE

Please complete this application and mail to:

Image of Hope Ranch, Inc.

5499 CR 31

Auburn, IN 46706

Thank you for your interest in Image of Hope Ranch, Inc.

Office Use:

Received a copy of Driver's License: _____

Sexual Offender Registry checked: _____

Date _____

EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name of Participant: _____

Name of Parent/Guardian (if participant is a minor): _____

Address: _____

Telephone: _____

I (we) hereby knowingly and voluntarily enter into this Release, Waiver and Agreement in consideration of the participant's ability and permission to ride OR use any Horse AND/OR participation in any equine activities at Whispering Pines Horse Ranch LLC.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF ANY HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES WHILE AT WHISPERING PINES HORSE RANCH LLC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR WHISPERING PINES HORSE RANCH LLC.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I (we) hereby acknowledge on behalf of myself (ourselves) that I (we) have familiarized myself (ourselves) with the activities that I (we) will be allowed to participate in, and that I (we) do hereby acknowledge and agree that I (we) will participate in these activities without restriction or limitation. I (we) recognize the inherent risks involved in riding and working with horses including but not limited to:

- ☐ Bites, kicks, abrasions or contusions from horses.
- ☐ Being thrown or bucked off by horses.
- ☐ Scratches or other injury from grooming tools and other equine equipment and tack.
- ☐ Allergic reactions to animals, hay, or other allergens.
- ☐ Tripping in holes or on materials or equipment.
- ☐ Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

I (we) acknowledge that this is not a complete list of all possible risks associated with the use of the facilities, and I (we) agree that said list in no way limits the extent or reach of this Release.

I (we) hereby specifically forever release Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents, and I (we) hereby waive any and all claims against them that may potentially arise from my (our) participation. I (we) voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.

This Release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents.

By signing this agreement I (we) hereby acknowledge that while there may be supervision during my (our) time spent at Whispering Pines Horse Ranch LLC, there will not be professional medical care (e.g. nurses, paramedics, therapists or other medical professionals) on the premises and Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents bear no responsibility for my (our) health or medical care.

I (we) agree to indemnify, save and hold harmless Whispering Pines Horse Ranch LLC, and its owners, members, trainers, instructors, associates and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my (our) presence or participation at Whispering Pines Horse Ranch LLC or any acts or omissions of Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents.

If I (we) am (are) present at and participate in the activities of Whispering Pines Horse Ranch LLC, I (we) do so at my (our) own risk, and I (we) hereby acknowledge and agree that Whispering Pines Horse Ranch LLC, its owners, members, trainers, instructors, associates and agents shall bear no responsibility or risk associated with injuries that could arise from my (our) presence or participation at Whispering Pines Horse Ranch LLC.

By signing this document, I (we) hereby acknowledge my (our) complete understanding, agreement and consent to my (our) presence and/or participation in the activities at Whispering Pines Horse Ranch LLC, without restriction, without liability to Whispering Pines Horse Ranch LLC and its owners, members, trainers, instructors, associates and agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein. This Release shall be effective and binding upon me (us) and upon my (our) assigns, heirs, representatives, executors and administrators.

Participant's Printed Name: _____

Signature: _____

Date: _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR If the participant is under the age of eighteen (18) years, this Release must be signed by the parent/guardian of the minor, and I hereby agree to indemnify and hold harmless Whispering Pines Horse Ranch LLC and the other released parties in the event a member of my family pursues a claim against Whispering Pines Horse Ranch LLC or the other parties released.

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this document.

Printed Name: _____

Relationship: _____

Parent/Guardian Signature: _____

Date: _____

IMAGE OF HOPE HORSE RANCH INC.
EQUINE RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name of Participant: _____
Name of Parent/Guardian (if participant is a minor): _____
Address: _____
Telephone: _____

I (we) hereby knowingly and voluntarily enter into this Release, Waiver and Agreement in consideration of the participant's ability and permission to ride OR use any Horse AND/OR participation in any equine activities at Image of Hope Horse Ranch Inc.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF ANY HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES WHILE AT IMAGE OF HOPE HORSE RANCH INC, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR IMAGE OF HOPE HORSE RANCH INC.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I (we) hereby acknowledge on behalf of myself (ourselves) that I (we) have familiarized myself (ourselves) with the activities that I (we) will be allowed to participate in, and that I (we) do hereby acknowledge and agree that I (we) will participate in these activities without restriction or limitation. I (we) recognize the inherent risks involved in riding and working with horses including but not limited to:

- Bites, kicks, abrasions or contusions from horses.
- Being thrown or bucked off by horses.
- Scratches or other injury from grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

I (we) acknowledge that this is not a complete list of all possible risks associated with the use of the facilities, and I (we) agree that said list in no way limits the extent or reach of this Release. I (we) hereby specifically forever release Image of Hope Horse Ranch Inc., and its owners, members, trainers, instructors, associates and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Image of Hope Horse Ranch Inc., and its owners, members, trainers, instructors, associates and agents, and I (we) hereby waive any and all claims against them that may potentially arise from my (our) participation. I (we) voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved

This Release shall be effective even though said loss, damage or injury results or has resulted from the negligence, wrongful acts, omissions, breach of warranty or strict tort liability of Image of Hope Horse Ranch Inc. and its owners, members, trainers, instructors, associates and agents.

By signing this agreement I (we) hereby acknowledge that while there may be supervision during my (our) time spent at Image of Hope Horse Ranch Inc., there will not be professional medical care (e.g. nurses, paramedics, therapists or other medical professionals) on the premises and Image of Hope Ranch Inc. and its owners, members, trainers, instructors, associates and agents bear no responsibility for my (our) health or medical care.

I (we) agree to indemnify, save and hold harmless Image of Hope Horse Ranch Inc., and its board members, trainers, instructors, associates and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my (our) presence or participation at Image of Hope Horse Ranch Inc. or any acts or omissions of Image of Hope Horse Ranch Inc. and its owners, members, trainers, instructors, associates and agents.

If I (we) am (are) present at and participate in the activities of Image of Hope Horse Ranch Inc., I (we) do so at my (our) own risk, and I (we) hereby acknowledge and agree that Image of Hope Horse Ranch Inc., its board members, trainers, instructors, associates and agents shall bear no responsibility or risk associated with injuries that could arise from my (our) presence or participation at Image of Hope Horse Ranch Inc.

By signing this document, I (we) hereby acknowledge my (our) complete understanding, agreement and consent to my (our) presence and/or participation in the activities at Image of Hope Horse Ranch Inc., without restriction, without liability to Image of Hope Horse Ranch Inc. and its board members, trainers, instructors, associates and agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein. This Release shall be effective and binding upon me (us) and upon my (our) assigns, heirs, representatives, executors and administrators.

Participant's Printed Name: _____
Signature: _____
Date: _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR

If the participant is under the age of eighteen (18) years, this Release must be signed by the parent/guardian of the minor, and I hereby agree to indemnify and hold harmless Image of Hope Horse Ranch Inc. and the other released parties in the event a member of my family pursues a claim against Image of Hope Horse Ranch Inc. or the other parties released.

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms and provisions set forth in this document.

Printed Name: _____
Relationship: _____
Parent/Guardian Signature: _____
Date: _____

Stable Rules

1. **All** volunteers, clients, guests, friends, relatives and visitors must sign a copy of the release of liability form. Not signing the release form is trespassing.
2. At no time shall a person under the age of 18 be at the ranch alone.
3. No smoking on the property.
4. If the horse you are working with makes a mess (manure, shedding hair, hoof clippings or other waste) please clean it up. Remove manure from the riding arena(s) and aisle way(s) after one's horse. Put manure in the proper receptacle.
5. Do not tie a horse you are working with to the bars on the stalls. There are tie rings in the arena, in the aisles, and in the stalls.
6. Please put tack, brushes, whips etc. back where they belong after use.
7. Anyone under the age of 18 must wear a helmet when riding.
8. No feeding the horses (grain, hay, treats etc.) unless you have been asked to do so by Alisha, Alex or the owner of the horse.
9. Do not enter stalls or paddocks of horses unless you have received permission from the horse's owner, Alisha or Alex.
10. Do not ride horses in the stall barns. This is dangerous to horse and human as well as everyone around.
11. Do not mount horse in stall whether tacked up or not. This is dangerous to horse and human.
12. Turn off lights when finished.
13. Please communicate any issues with owner in a professional and appropriate behavior.
14. Any contributions to barn are to be made through Image of Hope Ranch and follow the proper channels.

Use arena etiquette

15. No lunging or round penning if riders are using the arena first in the indoor arena.
16. Travel in the same direction as majority of riders.
17. Remove your equipment from arena when you are thru and put it in designated areas.
18. Faster work stays to the outside, slower work to the inside.

SIGNATURE

"WARNING"

Under Indiana 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 exclusively from the inherent risks of equine activities, a copy of **Indiana State Equine Statute** BURNS INDIANA STATUTES ANNOTATED TITLE 34. CIVIL PROCEDURE ARTICLE 4. SPECIAL PROCEEDINGS CHAPTER 44. LIABILITY ARISING FROM EQUINE ACTIVITIES

Indiana State Equine Statute

**BURNS INDIANA STATUTES ANNOTATED
TITLE 34. CIVIL PROCEDURE
ARTICLE 4. SPECIAL PROCEEDINGS
CHAPTER 44. LIABILITY ARISING FROM EQUINE
ACTIVITIES**

Burns Ind. Code Ann. § 34-4-44-1 (1995)

§ 34-4-44-1. "Equine" defined

As used in this chapter, "equine" means a horse, pony, mule, donkey, or hinny.

§ 34-4-44-2. "Equine activity" defined

(a) As used in this chapter, "equine activity" includes the following:

(1) Equine shows, fairs, competitions, performances, or parades that involve equines and any of the equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, three (3) day events, combined training, rodeos, driving, pulling, cutting, polo, steeple-chasing, English and western performance riding, endurance trail riding and western games, and hunting.

(2) Equine training or teaching activities.

(3) Boarding equines.

(4) Riding, driving, inspecting, or evaluating an equine, whether or not monetary consideration or anything of value is exchanged.

(5) Rides, trips, hunts, or other equine activities of any type (even if informal or impromptu) that are sponsored by an equine activity sponsor.

(6) Placing or replacing horseshoes on an equine.

(b) The term does not include being a spectator at an equine activity.

§ 34-4-44-3. "Equine activity sponsor" defined

As used in this chapter, "equine activity sponsor" means a person who sponsors, organizes, or provides facilities for an equine activity.

§ 34-4-44-4. "Equine professional" definedAs used in this chapter, "equine professional" means a person who, for compensation:

- (1) Instructs a participant on riding, driving, or being a passenger upon an equine;
- (2) Rents to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine; or
- (3) Rents equipment or tack to a participant.

§ 34-4-44-5. "Inherent risks of equine activities" defined

As used in this chapter, "inherent risks of equine activities" means the dangers or conditions that are an integral part of equine activities, including the following:

- (1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine.
- (2) The unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, people, or other animals.
- (3) Hazards such as surface and subsurface conditions.
- (4) Collisions with other equines or objects.
- (5) 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 the participant's ability.

§ 34-4-44-6. "Participant" defined

As used in this chapter, "participant" means a person, whether an amateur or a professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 34-4-44-7. "Person" defined

As used in this chapter, "person" means an individual, an incorporated or unincorporated organization or association, or a group of such persons acting in concert.

§ 34-4-44-8. Limited liability of equine activity sponsor or equine professional

(a) Subject to section 9 [IC 34-4-44-9] of this chapter, an equine activity sponsor or equine professional is not liable for:

(1) An injury to a participant; or

(2) The death of a participant;

resulting from an inherent risk of equine activities.

(b) Subject to section 9 of this chapter, a participant or participant's representative may not make a claim against, maintain an action against, or recover from an equine activity sponsor or equine professional for injury, loss, damage, or death of the participant resulting from an inherent risk of equine activities.

§ 34-4-44-9. Exceptions to limited liability

(a) This section does not apply to the horse racing industry.

(b) Section 8 [IC 34-4-44-8] of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional:

(1) Who:

(A) Provided equipment or tack that was faulty and that caused the injury; and

(B) Knew or should have known that the equipment or tack was faulty;

(2) Who provided the equine and failed to make reasonable and prudent efforts based on the participant's representations of the participant's ability to:

(A) Determine the ability of the participant to engage safely in the equine activity; and

(B) Determine the ability of the participant to safely manage the particular equine;

(3) Who:

(A) Was in lawful possession and control of the land or facilities on which the participant sustained injuries; and

(B) Knew or should have known of the dangerous latent condition that caused the injuries;

if warning signs concerning the dangerous latent condition were not conspicuously posted on the land or in the facilities;

(4) Who committed an act or omission that:

(A) Constitutes reckless disregard for the safety of the participant;
and

(B) Caused the injury; or

(5) Who intentionally injured the participant.

(c) Section 8 of this chapter does not prevent or limit the liability of an equine activity sponsor or an equine professional under the product liability laws.

§ 34-4-44-10. Warning notice to be posted

(a) This chapter does not apply unless an equine activity sponsor or an equine professional posts and maintains in at least one (1) location on the grounds or in the building that is the site of an equine activity a sign on which is printed the warning notice set forth in section 12 [IC 34-4-44-12] of this chapter.

(b) A sign referred to in subsection (a) must be placed in a clearly visible location in proximity to the equine activity.

(c) The warning notice on a sign referred to in subsection (a) must be printed in black letters, and each letter must be at least one (1) inch in height.

§ 34-4-44-11. Warning notice to be included in written contracts

(a) If there is a written contract, this chapter does not apply unless the written contract entered into by an equine professional for:

(1) The providing of professional services;

(2) The providing of instruction; or

(3) The rental of:

(A) Equipment or tack; or

(B) An equine;

to a participant contains in clearly readable print the warning notice set forth in section 12 [IC 34-4-44-12] of this chapter.

(b) The warning notice required by subsection (a) must be included in a written contract described in subsection (a) whether or not the contract involves equine activities on or off the location or site of the equine professional's business.

§ 34-4-44-12. Warning notice

The warning notice that must be printed on a sign under section 10 [IC 34-4-44-10] of this chapter and included in a written contract under section 11 [IC 34-4-44-11] of this chapter is as follows:

WARNING
Under Indiana law, an 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.

Initial _____