

Serenity Horse Haven

VOLUNTEER APPLICATION and RELEASE AGREEMENT

General Information *(All fields must be completed)*

Applicant's First Name _____ MI _____ Last Name _____

Address _____ City, State, Zip _____

Home () _____ - _____ Work () _____ - _____ Cell () _____ - _____

Email Address _____

Date of Birth ____ / ____ / ____ Driver's License # _____ State Issued _____

Emergency Contact _____ Phone () _____ - _____

Physician _____ Phone () _____ - _____

Are you a student? Yes No School _____

Have you ever been convicted of a criminal offense other than parking violations? Yes No

If so, please explain: _____

Do you have any allergies or physical limitations that may prevent you from certain activities or duties?

Yes No If so, please explain: _____

Do you have any current or previous volunteer experience? Yes No

Name of organization _____

Address _____ City, State, Zip _____

Supervisor's Name _____ Phone () _____ - _____

Duties: _____

Briefly describe your experience with horses.

Please list 2 personal references:

Name _____ Relationship _____ Phone () _____ - _____

Name _____ Relationship _____ Phone () _____ - _____

Employer _____

May we contact your employer? Yes No

Supervisor's Name _____ Phone () _____ - _____

Address _____ City, State, Zip _____

Serenity Horse Haven

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!

I, the above applicant (the "Volunteer"), recognize that there exists a risk of injury including personal physical harm while handling animals and performing my Volunteer Services for Serenity Horse Haven. The Volunteer desires to provide Volunteer Services on behalf of Serenity Horse Haven as a volunteer. Serenity Horse Haven is a Texas based 501(c)(3) and operates on a 100% volunteer basis, no salaries are paid to our Board Members, staff, or volunteers.

Volunteers must be 16 years of age or accompanied by a dedicated parent (one-on-one), attend our basic safety training, and agree to abide by our Volunteer Rules and Procedures. Additionally, Volunteers under 18 years of age must have a parent or guardian complete the "Minor Waiver" section of this Release.

The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following Terms:

1. Volunteer Services. As used in this Release, the term "Volunteer Services" is intended to be used in its broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Volunteer on behalf of Serenity Horse Haven.
2. Waiver and Release. On behalf of Volunteer, Volunteer's heirs, Volunteer's personal representatives and Volunteer's executors, Volunteer does hereby release, forever discharge, indemnify, and hold harmless Serenity Horse Haven (a nonprofit corporation organized under the Texas Business Organizations Code), its Board of Directors, Directors, agents, and volunteers; Ronald & Michelle Beaver, Gerald & Oleta Beaver, and the Gerald Beaver Family Trust (collectively, "Serenity Horse Haven"), and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer Services.

Volunteer understands that this Release discharges Serenity Horse Haven from any liability or claim that the Volunteer may have against Serenity Horse Haven with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Volunteer Services, whether caused by the negligence of Serenity Horse Haven or its officers, directors, agents, other Serenity Horse Haven volunteers, or otherwise. Volunteer also understands that Serenity Horse Haven does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as Serenity Horse Haven has specifically disclosed in writing to the Volunteer.

Volunteer understands that this Release discharges Serenity Horse Haven from any liability or claim and indemnifies Serenity Horse Haven from any and all 3rd party claims, causes of action or demands, of any nature or cause connected with my Volunteer Services based on damages or

Serenity Horse Haven

injuries, which may be caused by my actions. This might include costs, attorney fees, and court costs incurred by Serenity Horse Haven in connection with my Volunteer Services.

3. Medical Treatment. Volunteer does hereby release and forever discharge Serenity Horse Haven from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Volunteer Services.
4. Assumption of the Risk. Volunteer acknowledges that there are potential hazards ("Hazards") involved in Volunteer Services. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, etc.) and man-made hazards (concrete, steel, etc.), food contamination, as well as hazards typical for ranch / livestock operations and activities, the operation of vehicles, tools or equipment, physical labor and the conduct of ranch livestock operations and activities. The Volunteer understands and acknowledges that the Volunteer Services may include Hazards that could harm the Volunteer, and that such Hazards may or may not always be obvious. Volunteer hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases Serenity Horse Haven from all liability for injury, illness, and death or property damage resulting from the Volunteer Services.
5. Insurance. Serenity Horse Haven does not provide, carry, or maintain accident insurance, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Volunteer. Volunteers are not to be deemed employees or agents of Serenity Horse Haven, and Serenity Horse Haven shall not be responsible for the purchase of worker's compensation insurance.

EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. EACH VOLUNTEER EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY SERENITY HORSE HAVEN TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO THE VOLUNTEER.

6. Compensation. Volunteer understands and acknowledges that no compensation will be paid to the Volunteer for Volunteer Services rendered to Serenity Horse Haven. In addition, the Volunteer understands and acknowledges that the Volunteer Services performed by the Volunteer, from time to time, may include a broad range of volunteer activities, including feeding, watering, exercising, grooming, cleaning stalls, and/or assisting with the up keep of our facilities.
7. Photographic Release. Volunteer understands that public relations are an important part of volunteering for Serenity Horse Haven. Volunteer, therefore, agrees on behalf of myself, my heirs, personal representatives and executors to grant and convey unto Serenity Horse Haven all right, title and interest in any and all photographic images and video or audio recordings made by or for Serenity Horse Haven, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. Serenity Horse Haven will use reasonable efforts to inform Volunteer, but such notification is not a condition of the photographs released for public relations purposes.

Serenity Horse Haven

8. Moral and Ethical Standards.

Treatment of Horses. Volunteer fully understands and accepts that Serenity Horse Haven expects high standards of moral and ethical treatment of animals under its care.

Conduct. Volunteer fully understands and accepts that Serenity Horse Haven expects high standards of moral and ethical conduct in regards to Volunteer's execution of Volunteer Services as Volunteer represents Serenity Horse Haven. Volunteer's conduct and actions as seen by the public reflects not only on Serenity Horse Haven, but also on other volunteers associated with Serenity Horse Haven.

Volunteer agrees to adhere to these standards in their capacity as a volunteer with Serenity Horse Haven.

9. Volunteer Rules and Procedures. Volunteer acknowledges reading and understanding the Volunteer Rules and Procedures set forth below and agrees to fully conform to such Rules and Procedures in connection with all Volunteer Services performed on or about Serenity Horse Haven and while volunteering at Serenity Horse Haven functions off site.

10. Termination – Convenience. Either party may terminate the Volunteer Services being performed by the above Volunteer in regards to this AGREEMENT for convenience immediately. Any termination of this AGREEMENT only terminates future Volunteer Services performed by the above Volunteer and shall not relieve the above Volunteer of its obligations to the Terms of this AGREEMENT.

Volunteer fully understands and accepts that either for failure to fully comply with any and all obligations outlined in this Volunteer Release Agreement, or for any reason whatsoever, while performing Volunteer Services to Serenity Horse Haven in a volunteer capacity, Serenity Horse Haven may at its sole discretion terminate Volunteer's services.

11. Governing/Applicable Law. Volunteer expressly agrees that this Release is made under and shall be governed by and construed in accordance with the laws of the State of Texas. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release which shall continue to be enforceable.

I acknowledge that I have read and fully understand the terms and conditions of the foregoing Volunteer Release agreement. I accept and will comply with the same.

Volunteer / Applicant Signature

Date

Serenity Horse Haven Representative Signature

Date

Serenity Horse Haven

Volunteer Rules and Procedures

General Safety

1. If you are under 16 years of age, you must have a parent or guardian present with you at all times and they must be focused on your activities.
2. If you are uncomfortable with an assigned job, **DO NOT DO IT**. Let your supervisor know and you will be reassigned accordingly.
3. No smoking on the property.
4. No horseplay, cutting up, or games around the horses.
5. No alcohol or illegal drugs.
6. No cell phones, MP3 Players, or head phones.
7. No phone calls while handling the horses. If you need to place/receive a phone call, properly secure any horse you are working before placing/receiving the call.
8. Wear appropriate clothing and sturdy shoes / boots that will protect your feet. No sandals or thin shoes!
9. Some clothing may frighten a horse, such as flapping jackets or plastic raincoats. Strange objects such as umbrellas also may have the same effect. Respect handlers and riders by approaching with caution.
10. Only volunteers 18 years of age or older and that have permission from a supervisor are permitted to operate tractors, trucks, or power tools.
11. Keep all areas free from trash and clutter and put away all tools and equipment after use. Good housekeeping reduces fire hazards and helps prevent injuries to people and horses.
12. Keep electrical wires, such as clipper cords and extension cords, completely out of the reach of horses. They may chew or step on them and be electrocuted. Do not leave dangling cords unattended for even a minute — it won't take long for a horse to discover them. Do not leave electric fans or similar equipment running overnight or at other times when barns are not supervised.

General Horse Handling Safety

13. Never stand directly in front of or directly behind a horse. If you are grooming its tail, stand to one side and gently pull the tail over.
14. Never handle a horse or enter a stall with a horse present without approval from a supervisor.
15. Rough or abusive treatment of horses will NOT be tolerated. Accidents are more likely to occur when animals are agitated.
16. Do not start or operate tractors, trucks, power tools, or begin work that may frighten horses without warning their handlers or riders ahead of time. Others may be working with horses in the stalls, and they could be hurt if their horses spook.
17. Do not use horse restraints, such as twitches and lip chains.
18. Use extra caution when working around young or spoiled horses. These animals are best left to professional trainers until they are safe for volunteers.

Serenity Horse Haven

Feeding

19. Some horses are aggressive at feeding time. Do not feed 2 horses in the same stall and allow them space while they eat.
20. Avoid hand-feeding treats, especially sweets. Feed treats from buckets or tubs. Horses can very quickly become greedy and mistake fingers for carrots. Some horses begin to expect a treat and may develop a habit of biting. Never tease your horse.

Grooming a Horse

21. If possible, always move a horse into the stock for grooming. Only groom a horse in their stall with approval from a supervisor.
22. Do not groom horses in their stalls without them being tied with a halter and lead rope.
23. If grooming a horse in a stall and not in the stock, make sure you have room to freely work around the horse

Tying a Horse

24. Don't leave a tied horse unattended.
25. When tying use a quick release knot or panic snap so that if a horse gets scared and pulls he can quickly be freed.

Leading a Horse

26. Always use a halter and lead rope. Don't hook your fingers through the halter straps, rings or the bit. If the horse pulls away, your fingers could be caught, injuring them or catching your hand so that you are dragged.
27. Walk beside the horse's head at a comfortable arm's distance from him on his left when leading him.
28. If your horse pulls back while leading him, turn him to one side and then lead him a few steps forward again. Don't try to pull him, he's stronger.
29. Never wrap the lead shank, reins, or lunge rope around your hand, wrist, or body.
30. Never loop lead ropes, lunge lines, or reins around your hands or any other body part. If your horse pulls away, you could be dragged.
31. If the horse rears or plays, release your hand on the lead shank nearest his halter and move to the side of the horse so that you can control him.
32. When leading a horse through a gate or doorway, make sure the gate/door is wide open so the horse doesn't hit the gate/door. This can startle the horse and result in you being trampled or dragged.
33. When leading a horse into a stall or pasture, turn him so that he faces the gate before you release him.
34. Do not allow horses to run out of stalls or alleyways.

Serenity Horse Haven

Parent or Legal Guardian's "Minor Waiver" for Volunteer who is under 18 years of age

Parent/Legal Guardian's First Name _____ MI ___ Last Name _____
Address _____ City, State, Zip _____
Home () _____ - _____ Work () _____ - _____ Cell () _____ - _____
Email Address _____

I, _____ verify that I am a parent/legal guardian of _____ who is ___ years of age. I agree to the Terms and conditions stated above and agree to release, discharge, indemnify and hold Serenity Horse Haven harmless as stated in the Terms above, including any and all injuries to my (child/ward) or to any damages to their/my personal property while volunteering at Serenity Horse Haven.

Volunteers who are 16 or 17 years of age:

- _____ I hereby grant permission for my (child/ward) to provide Volunteer Services to Serenity Horse Haven as described within the Volunteer Release Agreement (with without) my presence and/or direct supervision. * If I marked "With" my presence and/or direct supervision, I understand I must be a registered volunteer in good standings with Serenity Horse Haven.

Volunteers who are under 16 years of age:

- _____ I understand that I must provide direct one-on-one supervision of this applicant while he/she is volunteering for Serenity Horse Haven and I must be a registered volunteer in good standings with Serenity Horse Haven.
- _____ I understand that if I cannot be present at any time, I may designate the following chaperone that is at least 18 years of age and is a registered volunteer in good standings with Serenity Horse Haven.

First Name _____ MI ___ Last Name _____
Address _____ City, State, Zip _____
Home () _____ - _____ Work () _____ - _____ Cell () _____ - _____
Email Address _____

I have read this Volunteer Release Agreement and fully understand its Terms and conditions as set out in this Volunteer Release Agreement.

Parent/Legal Guardian Signature

Date

Serenity Horse Haven Representative Signature

Date