

Release and Waiver of Liability and Assumption of Risk Agreement

Adult Volunteers

Since March, 2001 Pacific Riding for Developing Abilities (PRDA) has had accredited status with the North American Riding for the Handicapped Association and is the only premier accredited therapeutic riding program in western Canada. However, despite taking all efforts to provide a safe environment we must warn those using the facility that there are inherent dangers associated with horse riding facilities.

As a condition of being permitted to participate as a volunteer for Pacific Riding for Developing Abilities I, _____ assume all risk of personal/bodily injury, death and property loss resulting from any cause whatsoever including but not limited to:

- the risks, dangers and hazards of being around and/or riding horses
- being around barn, arena and farm equipment
- assisting riders in a therapeutic riding program
- negligence, breach of contract or breach of statutory duty of care on the part of Pacific Riding for Developing Abilities and their employees, directors, agents, independent contractors, subcontractors, representatives, sponsors, volunteers, successors and assigns (referred to collectively as PRDA).

I agree that PRDA shall not be liable for any such personal/bodily injury, death or property loss and I release PRDA and waive all claims for any risk of personal//bodily injury, death or property damage arising out of or related to my participation in activities for PRDA or attendance at facilities of PRDA whether caused by the negligence of PRDA or otherwise.

I acknowledge that participating in volunteer activities for PRDA involves working with and around horses in barns, arenas and outdoors. Further, I acknowledge volunteer activities involve working with riders of various ages with physical and cognitive challenges. These various activities can involve risk of injury and/or death and/or property damage.

I hereby agree this Release and Waiver of Liability and Assumption of Risk extends to all acts or omissions including those constituting negligence by PRDA and is intended to be as broad and inclusive as is permitted by the laws of British Columbia and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability and Assumption of risk and fully understand its terms and understand that I have given up essential legal rights by signing it. I have signed it freely and voluntarily without any inducement, assurance, or guarantee being made and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Dated _____

Witness' Signature

Print Witness Name

Volunteer's Signature

Phone Number

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For parents or guardians of volunteers

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We (I), _____ hereby acknowledge and agree that in consideration of _____ (name of participant) being permitted to participate as a volunteer for Pacific Riding for Developing Abilities we (I) release Pacific Riding for Developing Abilities and their employees, directors, agents, independent contractors, subcontractors, representatives, sponsors, volunteers, successors and assigns (referred to collectively as PRDA) from all liability, claims, causes of action of any kind whatsoever in respect of all personal/bodily injury, death or property loss which our child/ward may suffer resulting from any cause whatsoever including but not limited to:

- the risks, dangers and hazards of being around and/or riding horses
- being around barn, arena and farm equipment
- assisting riders in a therapeutic riding program
- negligence, breach of contract or breach of statutory duty of care on the part of PRDA.

We (I) acknowledge that participation in volunteer activities for PRDA involves working with and around horses in barns arenas and working with riders of various ages with physical and cognitive challenges. These activities can be dangerous and expose our child/ward to risk of injury and/or death and/or property damage and we (I) freely and voluntarily assume all such risks for our child/ward.

We (I) hereby agree this Release and Waiver of Liability and Assumption of Risk extends to all acts or omissions including those constituting negligence by PRDA and is intended to be as broad and inclusive as is permitted by the laws of British Columbia and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

We (I) have read this Release and Waiver of Liability and Assumption of risk and fully understand its terms and understand that I have given up essential legal rights by signing it. We (I) have signed it freely and voluntarily without any inducement, assurance, or guarantee being made and intend our (my) signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Dated _____

Witness' Signature

Print Witness Name

Parent/Guardian's Signature

Phone Number



Pacific Riding for Developing Abilities

is dedicated to enhancing the quality of life for people with a wide range of disabilities. PRDA is recognized as a leader in providing therapeutic equestrian activities and educational opportunities in an environment that is safe, fun and effective.

Confidentiality Policy

The maintenance of confidentiality is a key requirement of both staff members and volunteers working for PRDA. The purpose of confidentiality is to safeguard information about individuals associated with PRDA. The following is PRDA's policy with respect to confidentiality.

Definitions:

- A.** Confidential Information: This is any information that could identify a person participating in any PRDA program. This could include their name, address, phone number or any physical, personal, family or financial information.
- B.** Individual and Family Records: This includes any or all written or printed lists, records, files or data pertaining to participants of PRDA programs or PRDA staff and volunteers.
- C.** PRDA Property: Any documentation and records referred to in this document will remain the property of PRDA

No policy on confidentiality can be established which fit all needs and circumstances. It should be stressed that the maintenance of confidentiality requires tact, common sense and an appreciation of privacy. Volunteers and staff have an obligation to safeguard an individual's right to confidentiality with regard to such information. This can refer to any information that is spoken, printed or written. As part of their orientation to PRDA, volunteers and staff will be given a copy of the confidentiality policy and sign they have read it and will carry out the policy.

Internal Handling of Confidential Information:

Individuals have a right to view or access information pertaining to their own file while parents or guardians have the right to view or access information on a minor child.

An individual or his/her parent/guardian, in case of a minor, must give written consent before any confidential information can be released or distributed externally.

Confidential information pertaining to PRDA (donor and sponsor lists, financial information, personnel information etc.) will not be released unless given authorization of the Executive Director or the Board of Directors.

Access to Confidential Information:

Access to confidential information is limited to authorized staff or individuals with a "need to know" in order to carry out their duties.

I have read and agree to carry out the Confidentiality Policy of PRDA

Date _____ Volunteer/Parent/Guardian Signature _____