



SonRise Equestrian Foundation

Participant Information & Application

Who is eligible for SonRise programs?

Any child between the ages of 4-18 who is facing a social, emotional, or physical challenge, qualifies for SonRise services.

Below are the programs we offer at the ranch, please note the waitlist times for each program. Even though we have waiting lists, we always encourage parents to apply for their child anyway, sometimes the waitlist moves a bit faster than we anticipate. The date we receive your child's application, including the doctor's note, is the date that will hold their waitlist position.

**Please note:* Due to the capacity of our horses, we are currently unable to serve children who weigh over 180 lbs.*

What programs does SonRise offer and how long is the waitlist for each program?

IN THE SADDLE is a horseback riding program that partners one child, one Instructor, up to 3 other volunteers, and one horse for a 30-45-minute session. Lessons are personally tailored to accommodate the special needs of each child, in a safe environment. Lessons may include grooming and tacking the horse. The waitlist for In the Saddle is currently about four -five years.

IN THE SADDLE JUNIOR is a therapeutic riding program for children ages 4-6 with physical or developmental challenges. Sessions 30 minutes and are personally tailored to accommodate the special needs of each child, partnering one child, one instructor, and up to 3 other volunteers.

The waitlist for In the Saddle Junior is currently about two years.

TEAM EQUINE is a working ranch program where children work in a team, supervised by adult volunteers. The kids participate in chores, horse science, arts & crafts, working with the mini horses and other fun activities like roping, creek walks, and blackberry picking, all while building social skills in a healthy community. Most of the kids in the program range from age 8-14 years old. The waitlist for Team Equine varies but has more availability, we will let you know as spaces become available.

Can my child participate in two programs?

No, due to the length of our waitlists, we are unable to offer multiple programs to one child. If a child would like to participate in another program and is eligible for that program, they may move over to that program waitlist.

Additionally, due to the lack of services in our area, we ask that if your child is currently doing therapeutic riding at another facility, please choose only one facility, to make the services available to as many kids as possible.

How much does SonRise charge? And does SonRise accept insurance?

SonRise offers all programs free of charge thanks to private donors, grants, and our annual fundraiser, Wine & Equine. Because our programs are free-of-charge, SonRise does not participate in insurance claims. We gladly accept donations to help offset our expenses.

Does SonRise offer paid lessons?

We are unfortunately unable to offer any supplemental paid lessons at this time.

How long may my child participate in SonRise programs?

SonRise participants in our riding programs (In the Saddle & In the Saddle Junior) may participate in free programming for **two years** from their start date (time spent on waitlist does not count toward this) **or until they turn 18.**

Are there any ways for my child to participate while they are on the waitlist?

Yes! We frequently invite waitlisted kids to attend sessions when we have a cancellation or extra sessions available. Waitlisted participants also have the opportunity to participate in special events throughout the year.

****Thank you for taking the time to learn about our programs. Please continue to the next page to complete your child's application.****



SONRISE PARTICIPANT APPLICATION

CONTACT INFORMATION

Date of application: _____

Child's Name: _____

Male _____ Female _____ Birth date _____ Age _____

Mother's Name: _____ Father's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Home Phone: _____ Cell: _____

Horse experience? None _____ Less than 10 hours _____ More than 10 hours _____

Child's Current Height: _____ Child's Current Weight: _____ Child's Current Shoe Size: _____

PROGRAMING

Please indicate below which program you are interested in applying for:

___ **Team Equine** (geared toward children with social and emotional needs)

___ **In the Saddle** (ages 7- 18, most suitable for children with physical and developmental delays)

___ **In the Saddle Jr** (ages 4-7, most suitable for children with physical and developmental delays)

Understanding that SonRise serves kids with special needs, how do you feel your child qualifies for this program?

HELP US GET TO KNOW YOU

How did you hear about SonRise?

SonRise Equestrian Foundation is a non-profit organization guided by Christian-based values dedicated to improving the lives of children with special needs through therapeutic horse and ranch activities. Faith at SonRise is lived not preached. Because the Board of Directors, Staff, and Instructors believe in God and the saving grace of His Son Jesus Christ, it is our greatest desire to serve God by the demonstration of our faith through action. It is our highest honor to serve children and families of all backgrounds and faiths.

How does your child communicate?

- ☐ Spoken Word – with speech delays
- ☐ Spoken Word – normal
- ☐ Sign Language
- ☐ Non verbal

Please describe any diagnosis', symptoms or characteristics we should be aware of and any advice you have for helping your child succeed.

Is your child taking any medication? If so, what and how much? Any side effects?
(See also Medical Statement Form)

Is your child currently in any other therapies? Yes No

- ☐ Physical Therapy
- ☐ Occupational Therapy
- ☐ Psychotherapy
- ☐ Other

If so, what are they working on with their therapist?

What are some goals for your child while at SonRise?

Please check your top three goals.

- | | |
|--|--|
| ☐ Balance/Coordination | ☐ Social Skills/Manners |
| ☐ Fine/Gross Motor Skills | ☐ Focus/Attention Span |
| ☐ Core/Leg Strength | ☐ Independent Riding Skills |
| ☐ Following Directions | ☐ Confidence/Responsibility |
| ☐ Language Skills | ☐ Other: _____ |

Is there anything else you think is important that we know about your child?

In case of emergency, we should contact...

Name: _____ Relationship to you: _____

Telephone Home: _____ Work/Cell: _____

Email: _____

APPLICANT'S STATEMENT

The information contained in this application is correct to the best of my knowledge.

Parent/Guardian's Signature: _____

Date: _____

SONRISE PARTICIPANT RULES

General Program Guidelines

- Please arrive on time for your scheduled lesson, and to pick your child up.
- If your child is unable to make a scheduled lesson, please let us know as soon as possible. Notice for cancellations must be given **at least 24 hours in advance** by phone or email. **Three (3) "No-Shows" or cancellations WITHOUT 24 hour notice will result in your child being immediately removed from the program.**
- Participants should show a desire to participate. If they continually exhibit behavior that indicates otherwise, they will be asked to discontinue their participation in the program. SonRise reserves the right to remove any participant from the program.
- No violent or disrespectful behavior or language towards other participants, volunteers, or horses will be tolerated. While SonRise staff will do their best to resolve disciplinary issues, SonRise reserves the right to end a session.

Visitor Safety

- Participants should always remain under the direct supervision of SonRise volunteers, and should follow all instruction and directions given them.
- Participants, visitors, and family members must stay in designated areas and be with a SonRise staff member or volunteer. Visitors to the ranch may not walk around without supervision.
- All participants, visitors, and family members must sign a release of liability.
- The ranch is not open to participants at times other than scheduled SonRise sessions. No visitors should attend SonRise without prior approval.
- Visitors should be aware and accept that there may be ticks, insects, snakes, poison oak, and other hazards in the ranch environment.

Horse Safety

- SonRise horses are never to be ridden or handled by anyone except under the direction and supervision of a SonRise Instructor.
- Do not feed any horses.
- A helmet, boots, and **LONG PANTS** are required whenever working around or riding a horse. SonRise provides boots and helmets.
- ***Participants wearing shorts will not be allowed to participate.***
- Please do not pet or touch any horses except SonRise horses (as indicated by stall name cards).

Ranch Safety

- The main gate must always be closed after you enter or depart.
- Park near the house, in the designated parking area only. If you have questions about where to park, please ask.
- No running, shouting, or throwing items at the ranch.
- No tank tops, shorts, sagging pants, or open-toed shoes. Modest and appropriate clothing is to be worn at all times.
- Drive slowly and cautiously while on the ranch property, watching for people, horses, and other animals. **The speed limit is 5 mph.**

Ranch Courtesy

- No smoking.
- No gum chewing.
- No profanity.
- No cell phone use by participants except in an emergency.
- No dogs or pets are allowed on the ranch.
- No ipods/ headphones, ear buds or hoods.

I have read and understand the rules listed above and agree to abide by them.

Participant name: _____

Parent/Guardian Signature: _____

Date: _____

FAQ

How does scheduling work?

In the Saddle has lessons available Wednesday and Thursday afternoons; *In the Saddle Junior* has lessons available on Tuesdays. We schedule lessons each quarterly season, except for winter when we take a break during the rainy season and holidays. Active participants are offered approximately 5-6 lessons per season. Parents may then sign-up for any of the dates available during that period. SonRise uses Salesforce online calendar system and lesson dates are first come, first served. When the season dates are released, parents submit an electronic sign-up, pending a confirmation email from SonRise staff. The calendar reflects which dates are full and which still have open sessions.

Team Equine participants are expected to attend each week — Team Equine meets on most Tuesday afternoons.

Does weather affect lessons?

SonRise takes a winter break from sessions from Thanksgiving to the end of February, thus missing most of the rainy season and daylight savings. Since SonRise has covered riding areas, we typically continue to hold sessions when it rains. If there are high winds, heavy rains, thunder, lightning, extreme temperatures, or other unsafe conditions, we will notify scheduled participants if sessions are cancelled.

What's the difference between therapeutic riding and hippotherapy?

Therapeutic riding is a recreational activity that teaches riding skills to people with disabilities. Therapeutic benefits are a side-effect. Therapeutic riding is performed by certified riding instructors.

Hippotherapy is a treatment strategy that uses the horse's movement as a modality for accomplishing physical, occupational, and speech therapy goals. Hippotherapy is performed by licensed therapists. SonRise does not offer hippotherapy programs.

What are the qualifications of SonRise's Instructors?

SonRise's Instructors are PATH (Professional Association of Therapeutic Horsemanship) certified instructors. They have undergone a rigorous testing process that includes online testing, teaching under the supervision of another certified instructor, and an intensive workshop and testing certification. All Instructors complete continuing education to keep their certification current.

Why is the name SonRise instead of Sunrise?

SonRise, though not a religious organization, is based on Christian values. Our board of directors, staff, and Instructors all have a personal relationship with Jesus. We recognize that our volunteers and participants may have different beliefs and we welcome them. Our Christian values are the heart behind why we serve children and are the foundation for the positive environment we seek to create. We love the children we serve because we believe Jesus loves them, too.

How will my child benefit from therapeutic riding?

Physical Benefits

- Fine & Gross Motor Skills
- Balance & Coordination
- Posture & Body Awareness
- Muscle Development
- Range of Motion
- Flexibility

Cognitive Benefits

- Self-Control
- Sequential Learning
- Verbal Skills
- Following Directions
- Focus & Attention Span
- Sensory Integration
- Problem solving

Social Benefits

- Collaboration & Teamwork
- Communication

Relationships

- Solidarity With Peers
- Positive Role Models
- Respect & Manners

Psychological Benefits

- Confidence
- Trust
- Impulse Control
- Boundaries
- Work Ethic
- Responsibility
- Leadership
- Empathy
- Patience

STUDENT MEDICAL HISTORY AND PHYSICIAN'S STATEMENT

Student: _____

DOB: _____ Age: _____ Height: _____ Weight: _____ Male / Female

Address: _____

Diagnosis: _____ Date of Onset: _____

Past/Prospective Surgeries: _____

Medications: _____

Seizure Type _____: Controlled: Y N Date of Onset: _____

Shunt Present: Y N Date of Last Revision: _____

Special Precautions/Needs: _____

Mobility: ___ Independent Ambulation ___ Assisted Ambulation ___ Wheelchair

Braces/Assistive Devices: _____

For those with Down Syndrome: Atlantoaxial x-rays date: _____ positive / negative
(An additional doctor's note specifically stating that the child displays no signs and symptoms of atlantoaxial instability and is cleared to ride may be substituted for x-rays.)

Please indicate current or past difficulties in the following systems/areas, including surgeries:

	Y	N	Comments
Auditory			
Visual			
Tactile Sensation			
Speech			
Cardiac			
Circulatory			
Integumentary/Skin			
Immunity			
Pulmonary			
Neurologic			
Muscular			
Balance			
Orthopedic			
Allergies			
Learning Disability			
Cognitive			
Emotional/Psychological			
Pain			
Other			

To my knowledge, there is no reason why this person cannot participate in equestrian activities.

Doctor's Name/Title: _____ MD DO NP PA

Doctor's Signature: _____ Date: _____

PLEASE CAREFULLY READ PRECAUTIONS AND CONTRAINDICATIONS ON REVERSE

Please note that the following conditions may suggest precautions and contraindications to horseback riding. Therefore, when completing this form, please note whether these conditions are present, and to what degree.

Orthopedic

Atlantoaxial Instability – include neurologic symptoms
Coxa Arthrosis
Cranial Deficits
Heterotopic Ossification/Myositis Ossificans
Joint subluxation/dislocation
Osteoporosis
Pathologic Fractures
Spinal Fusion/Fixation
Spinal Instability/Abnormalities

Neurologic

Hydrocephalus/Shunt
Seizure
Spina Bifida/Chiari II Malformation/Tethered Cord/Hydromyelia

Medical/Psychological

Allergies
Animal Abuse
Physical/Sexual/Emotional Abuse
Blood Pressure Control
Dangerous to self or others
Exacerbations of medical conditions
Fire Settings
Heart Conditions
Hemophilia
Medical Instability
Migraines
PVD
Respiratory Compromise
Recent Surgeries
Substance Abuse
Thought Control Disorders
Weight Control Disorder

Other

Age – under 4 years
Indwelling Catheters
Medications – i.e., photosensitivity
Poor Endurance
Skin Breakdown



SonRise Equestrian Foundation

Participant Liability Release and Waiver Agreement

PO Box 3097, Danville, CA 94526 (925) 838-7433 (RIDE)

Sonrise@sonriseequestrianfoundation.org, www.sonrisekids.org

1. **Effective Date:** This Participant Liability Release and Waiver Agreement (hereinafter referred to as "**Agreement**") is entered into as of the following effective date: _____.

2. **Parties:** This Agreement is between the following **Parties**:

a. SonRise Equestrian Foundation, hereinafter referred to as "**SonRise**", a California Nonprofit Corporation, Public Benefit, doing business at the private property physically located at 7101 Camino Tassajara Rd., Pleasanton, CA 94588 owned by Leonids LLC, Chung Ping Wang and Cong Qin and also referred to as "Brown Ranch" (hereinafter referred to as "**Premises**") and having a mailing address of PO Box 3097, Danville, CA 94526. "**SonRise**", as used herein, is comprised of: SonRise Equestrian Foundation, a California Nonprofit Corporation Public Benefit, its Board of Directors, staff, employees, volunteers, ranch hands, workers, managers, assistants, independent contractors, trainers, agents, representatives, administrators and assigns and Premises' owners, Leonids LLC, Chung Ping Wang and Cong Qin, their employees, ranch hands, managers, assistants, independent contractors, trainers, SonRise programs' horse owners, heirs, agents, representatives, administrators and assigns;

and

b. "**Participant(s)**"

_____ parent/legal guardian (one)

_____ parent/legal guardian (two),

and also on behalf of their/his/her minor(s) named:

(Print full legal name of Minor)

(Note: If this **Agreement** applies to more than one Minor having the same parents/legal guardians, please add the additional Minors' names:

(Print full legal name of second Minor if applicable)

(Print full legal name of third Minor if applicable)

participating in **SonRise** programs and activities, his/her heirs, agents, representatives, administrators and assigns, all hereinafter referred to as "**Participant(s)**"

and

c. **SonRise** and **Participant(s)** are also herein each a "**Party**" & collectively the "**Parties**".

3. **Purpose:** **Participant(s)** have enrolled his/her/their minor(s) in programs and activities offered by **SonRise**. **Participant(s)** acknowledge and agree that this voluntary enrollment of his/her/their minor(s) in the programs and activities offered by **SonRise**, requires **Participant(s)** to agree to all terms set forth in this **Agreement** and **Participant(s)** understand the legal consequences of its contents, meaning and impact.

4. **Limitation of Liability and Assumption of Risk:**

a. **Participant(s)** acknowledge and understand that the programs and activities offered by **SonRise** involve interacting in multiple ways with horses, visiting ranch **Premises**, participating in related programs and activities occurring both on and away from **Premises**, interacting with various individuals involved in running **SonRise** and using various equestrian and other related equipment. **Participant(s)** understand that these circumstances carry risks that cannot be eliminated.

b. **Participant(s)** also represent and warrant that they/he/she have/has filled out **SonRise's** enrollment application for their/his/her minor(s) with truthful facts and accuracy.

c. **Participant(s)** acknowledge and understand that attending **SonRise** programs and activities involves being on private **Premises** which contains other types of activities separate from **SonRise**. These other activities are of various kinds and types such as, but not limited to, boarding of horses, riding of horses, interaction with people riding and handling of horses, ranching, other people in general not involved with **SonRise**, other types of animals (both wild and domestic), other equestrian related activities, outdoor weather elements of all types, other events equestrian related and non-equestrian related, ranch work & maintenance, equipment and operations, residential housing for ranch workers or others living on **Premises**, all of which are not part of **SonRise** and could potentially be inappropriate for minor(s). These other activities and persons could also be potential triggers for sudden horse reactivity as set forth herein which could cause various injuries as further set forth herein. **Participant(s)** agree that they will follow **SonRise** rules in application documents and as directed by on-site **Premises**' personnel or reflected on any posted rules and will require their minor(s) (or other accompanying children) to stay in the area of **Premises** designated for **SonRise** programs and activities with **SonRise** authorized personnel and to not wander around other areas of **Premises**. **Participant(s)** understand that **SonRise** rules include the requirement that any **Participant(s)** who bring or invite a visitor or guest to the **Premises** will have said visitor or guest sign a **SonRise Guest Release** that will be provided by **SonRise**. This Guest Release must be signed and executed as soon as the invited visitor or guest arrives on **Premises**. **Participant(s)** acknowledge and understand that participation by them or their minor(s) in any **SonRise** programs or activities and the visiting of **Premises** and/or other off-site locations where **SonRise** programs or activities take place, carries with it the risk of injury and harm to their minor(s) (or other children) and themselves and agree to accept these risks nonetheless as more fully set-forth herein.

d. **Participant(s)** agree to release from liability, assume all risks and waive their right to sue or bring a claim against **SonRise**, including claims of **SonRise's** negligence, that result in any physical injuries, personal injuries, illnesses (including death), economic losses, damages suffered of any kind and any consequential damages for themselves or their minor(s). This release of liability, waiver and assumption of the risk by **Participant(s)** applies to any part or process used in **SonRise** programs or activities and also applies to any negligent hiring by **SonRise**. **Participant(s)** acknowledge and understand that equestrian activities, horseback riding, therapeutic riding, training of any kind, equine instruction of any kind, clinics, shows, outdoor nature activities and attendant activities are inherently dangerous, including inherent risks which cannot be eliminated. Inherent risks are many and may include, but are not limited to, physical injuries, such as feet or other body parts being stepped on or being broken, being knocked, pushed or run over by a horse or other animal, falling from a horse, becoming unbalanced on or near a horse, suffering an allergic reaction to the horse and/or surrounding environment, soreness from riding on or walking near a horse, becoming fearful, suffering stress reactions and/or psychological injuries, experiencing pain of various types, suffering allergic reactions or onset of illnesses of various types, disfigurement, temporary or permanent disability, death and/or related economic losses. These injuries or outcomes may arise from **Participant(s)** minor(s)'s participation in **SonRise** programs or activities, from another person's actions or inactions, from negligence of others (both on or away from **Premises**) or from related activities of any kind with horses or ranch situations. **Participant(s)** understand the legal consequences of voluntarily participating in **SonRise programs or activities** which includes releasing **SonRise** from all liability, waiving **Participant(s)'s** right to sue **SonRise**, and assuming all risks of visiting **Premises** or any **SonRise** programs or activities away from **Premises**. This release of liability, waiver and assumption of risk by **Participant(s)** does include **Participant(s)'s** personal property, including but not limited to, any vehicles brought to the **Premises** or to property other than **Premises** where **SonRise** programs or activities are held. Nothing in this **Agreement** applies to acts of **SonRise** which, if proven by any claimants, are intentional or grossly negligent.

e. **Participant(s)** further acknowledge and understand that **SonRise** cannot be responsible for elements of nature and/or ranch maintenance that can scare a horse, cause it to fall, render it ill, or react in some other unsafe way. Some examples are (but not limited to): thunder, lightning, rain, wind, fire, flood, other water related dangers, poisonous vegetation, wild and domestic animals, insects, and reptiles, all of which may walk near, run near, fly near, bite, scare, poison or sting a horse, loud noises from ranch/farm equipment, other riders on horseback getting out of control, areas of **Premises** containing dangerous or poorly maintained structures, fencing, wells, streams, fallen or poorly maintained trees, hay and feed storage locations, tool and garden equipment areas and other like conditions that could be deemed as attractive nuisances to minor(s). **Participant(s)** agree to release **SonRise** from liability, assume all of these conditions which could render risks and waive their right to sue or bring a claim against **SonRise** that result in any physical injuries, illnesses (including death), economic losses or damages suffered of any kind including any consequential damages that arise for themselves or for their minor(s) as a consequence of these elements and conditions, whether known or unknown, on **Premises** for **SonRise** or offered off Premises.

f. **Participant(s)** further acknowledge and understand that **SonRise** cannot be responsible for any conditions such as irregular footing on outdoor or indoor groomed, developed or wild land, all of which is subject to constant changes in condition due to fires, weather, temperature, water condition changes, natural and/or man-made changes in the landscape, trees or vegetation, organic or chemical pesticides, livestock waste (liquid, solid, gases, sludges), hazardous ranch/farm waste or products (herein collectively referred to as

“landscape conditions”) such landscape conditions could cause injuries, physical illnesses/reactions, pain, suffering or allergic reactions. Nonetheless, **Participant(s)** assume all risks of these landscape conditions, whether known or unknown. **Participant(s)** agree to release **SonRise** from liability, assume all risks and waive their right to sue or bring a claim against **SonRise** resulting in any physical injuries, illnesses (including death), economic losses or damages suffered including any consequential damages that arise for themselves or for their minor(s) as a consequence of these landscape conditions on the **Premises** or on other property where **SonRise** programs or activities are held.

g. **Participant(s)** further acknowledge and understand that **SonRise** makes no guarantee as to the suitability of the horses used in its therapeutic programs or activities. Some program horses are owned by others with horse owners’ permission and other horses are owned by **SonRise**. Horses used for **SonRise** programs and activities are chosen for suitability that can be observed. However, a horses’ size and prey nature may pose risks that cannot be eliminated. Horses are prey animals with a “fight or flight” response hardwired into their very nature. This can lead to sudden, unpredictable behaviors in response to perceived threats, regardless of how well-trained horses are. Sudden noises, movement, or unfamiliar objects can trigger a horse’s flight instinct (for example, but not limited to, loud car backfires, motorcycle noises, helicopters/planes flying overhead, sudden movements by other animals running or flying nearby, tractors, machinery and other equipment being suddenly turned-on or used, insect stings, and the like). Horses can also suddenly frighten or be provoked by completely unknown sources, causing the horse to shift its weight, sidestep, stop short or abruptly, change direction suddenly, buck, kick, bite or step on a person and run from danger. All such natural horse behaviors can result in many types of injuries to **Participant(s)**, his/her minor(s), a horse handler, an instructor or any individual nearby. Nonetheless, **Participant(s)** agree to assume all such risks and agree to release **SonRise** from liability, assume all such risks and waive their right to sue or bring a claim against **SonRise** that results in any physical injuries, illnesses (including death), economic losses or damages suffered of any kind and any consequential damages that arise for themselves or for their minor(s) as a consequence of voluntarily participating in **SonRise** programs and activities and the use of horses. This **Agreement** to release liability and assume the risks of engaging in **SonRise** programs or activities with horses applies equally to **Participant(s)** agreeing to release any liability that could arise against the various owners of the horses used in **SonRise** programs and activities.

h. **Participant(s)** further acknowledge and understand that **SonRise** makes no guarantee as to the soundness of tack used by **SonRise** in its programs and activities with horses. **Participant(s)** also understand that specialized adaptive tack is not required in California for therapeutic riding and that tack used is tack which is commonly used for horse handling and riding and also that some tack used may be atypical. Tack items can include, but are not limited to, items such as saddles, reins, girths, pads, halters, lead ropes, stirrups, bridles, bits, lines and if borrowed from **SonRise**, boots and helmets for riding. Despite care and inspection, tack can suddenly tear, break, slip, rub, loosen during a session or otherwise irritate a horse at any given time. Nonetheless **Participant(s)** assume all risks of their and their minor(s) using tack in **SonRise** programs and activities and agree to release **SonRise** from all liability, assume all risks and waive their right to sue or bring a claim against **SonRise** which may result in physical injuries, illnesses (including death), economic losses or damages suffered of any kind and any consequential damages that arise for themselves or for their minor(s) as a consequence of using tack in **SonRise** programs and activities.

5. **Indemnity and Waiver of Unknown Claims:** **Participant(s)** agree to defend, indemnify and hold harmless **SonRise** from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses brought by a third party as a result of any damages or injuries suffered by **Participant(s)** or **Participant(s)** minors while participating in **SonRise** programs and activities, including but not limited to reasonable attorneys’ fees and costs. This extends to all claims of every kind and nature whatsoever, whether known or unknown. **Participant(s)** expressly waive any benefits he/she they may have under Section 1542 of the California Civil Code relating to the release of unknown claims. **Participant(s)** understand that this law contains provisions designed to prevent **Participant(s)** from waiving unknown claims that existed at the time of waiver, and **Participant(s)** expressly agree to waive all rights that **Participant(s)** might have under this law and related sections.

6. **Damage to Premises:** **Participant(s)** agree to pay for and/or repair any damage that occurs to Premises or **SonRise** personal property on Premises or at off Premises **SonRise** events, caused by **Participant(s)**. This includes, but is not limited to, all damage to **SonRise’s** or Premises’ personal property, buildings, barns, fences, stalls, pens, gates, facility structures of any kind, landscaping or vehicles and also extends to damages of personal property of others.

7. **Riding Helmet Requirement:** **Participant(s)** agree to require his/her/their minor(s) to wear appropriate attire on **Premises** which includes shoes that fully cover the feet and long pants, and while riding a horse, an ASTM certified safety helmet. **No exceptions.** **SonRise** can provide boots and helmets if **Participant(s)** do not have their own. **Participant(s)** further agree that he/she has, and will maintain, current health and accident insurance policies covering his/her/their minor(s).

8. **Medical Care Permissions:** **Participant(s)**, in the event of injury, gives **SonRise** the authority to make decisions regarding medical care, including administration of medical care, and will defend, indemnify and hold **SonRise** harmless for any injuries, death or other

damages that occur as a result of this care. This given authority also applies to **Participant(s)** minor children. **Participant(s)** further warrant that he/she/they have, and will maintain, current health and accident insurance policies covering any of their minors.

9. **Optional Photography and Likeness Consent:** **Participant(s)** grant **SonRise** the irrevocable and unrestricted right and permission to take, use, re-use, publish, and republish photographic portraits, video, or pictures of our/my enrolled minor(s), or in which my/our minor(s) may be included, in whole or in part, composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my/our minor(s)'s own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known, including, but not limited to, educational uses, marketing, public relations, websites, social media, publications, promotions, broadcasts, advertisements and posters, as well as for non-**SonRise** uses. **Participant(s)** also consent on behalf of my/our minor(s) to the use of any published matter in conjunction therewith. **Participant(s)** relinquish any right that **Participant(s)** or our/my minor(s) may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. **Participant(s)** acknowledge that our/my minor(s)'s participation is completely voluntary and that **Participant(s)** has/have voluntarily agreed to allow **SonRise** to use our/my minor(s)'s image without the promise of compensation or remuneration in any form whatsoever, and **Participant(s)** waive any claim our/my minor(s) may have for compensation or remuneration of any kind for **SonRise's** use or publication of my/our minor(s)'s image. **Participant(s)** agree that my/our minor(s)'s participation and **SonRise's** use of my/our minor(s)'s image confers upon us/me and my/our minor(s) no rights of ownership whatsoever. **Participant(s)** release, discharge, and agree to defend and hold harmless **SonRise** from any and all liability for claims by any third parties in connection with the taking of my/our minor(s)'s photograph and use or publication of his/her image, as well as any claims for invasion of privacy, defamation, false light, or misappropriation of name, likeness, or image. **Participant(s)** further understand and agree that all rights, permissions and waivers contained in this photography and likeness clause also apply to adult **Participant(s)**.

Participants who wish to opt out of the photography and likeness permissions and waivers consent listed herein, in clause 9 of this Agreement, should initial here: _____

10. **Termination:** **Parties** agree that this **Agreement** remains in full force and effect and shall have no termination unless set forth in writing and signed by both **Parties**. The terms of this **Agreement** will also apply to **Participant(s)** who are placed on a **SonRise** waiting list following the conclusion of two years and are asked by **SonRise** to come to a **SonRise** activity to fill an open spot.

a. **Participant(s)** also agree that **SonRise** has the oral right to ask **Participant(s)** to leave **Premises** at any time and for any reason without written notice. **Premises** are private property. Such oral request by **SonRise** will be followed by written notice to **Participant(s)** but takes effect immediately upon **SonRise's** oral request.

11. **Entire Agreement:** This **Agreement** constitutes an integration of the entire understanding and agreement of the **Parties**. Any representations, warranties, promises, or conditions, written or oral, not specifically in this **Agreement** shall not be binding on any of the **Parties**, and each of the **Parties** acknowledges that it has not relied, in entering into this **Agreement**, on any representations, warranties, promises, or conditions not specifically and expressly set forth in this **Agreement**. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this **Agreement**.

12. **Severability:** If any provision of this **Agreement** is determined to be illegal or unenforceable, such shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

13. **Discussion, Mediation and Binding Arbitration:** **Parties** mutually agree that with regard to any and all claims or disputes arising in connection with this **Agreement**, they shall be handled as follows: a) For all matters, including those within the limits for a Small Claims Court case, **Parties** agree to make their best efforts to resolve any disputes informally by mutual and respectful discussions as a first step for a time period of two months; b) Should these informal discussions fail after a period of two months, then **Parties** agree to a mediation process before an impartial mediator acceptable to both **Parties**. This applies to Small Claims matters as well as matters that exceed Small Claims' jurisdiction. Costs of mediation will be paid for by both **Parties** equally; c) If mediation efforts fail, for matters valued within the limits set forth for Small Claims Court actions, then either **Party** can proceed to file a Small Claims action; d) For disputes or claims that have not been resolved by either 13a. or 13b., which also exceed the jurisdictional amount allowed in Small Claims matters, **Parties** then agree to have the claim or dispute decided by **BINDING** arbitration by utilizing ADR Services, Inc., or another like company, by a single arbitrator and under California law. Said arbitration shall take place in the ADR Services, Inc. office location, or other like company, closest to Contra Costa County, California or on Zoom or a like/comparable platform/service. **Parties** agree and acknowledge that this *process relinquishes their right to a jury trial* and **Parties** agree to the use of Binding Arbitration in its stead.

14. **Attorney's Fees:** In any legal action brought in connection with this **Agreement**, including mediation or arbitration, the prevailing **Party** has the right to collect all reasonable fees, expenses and costs from the breaching or losing **Party** in accordance with the direction of the mediator or arbitrator.

15. **Governing Law:** This **Agreement** shall be interpreted in accordance with the laws of the State of California and any dispute concerning this **Agreement**, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California, County of Contra Costa.

Participant(s) affirm that I/we are the legal parent(s) or legal guardian(s) of the minor(s) listed in this Agreement and that I/we have the permission of all other parents or legal guardians, if any, to enter into this Agreement. I/we have read the above Agreement prior to signing it. I/we understand the legal consequences of its contents, meaning, and impact, and I/we freely accept its terms and agree that it is binding upon me/us, any other parents or legal guardians, if any, my/our minor(s) and my/our heirs, agents, legal representatives, and assigns. Each Party agrees that an electronic, digital or typed signature of the Party SonRise, as used in this Agreement below, authenticates this Agreement for this Party and has the same force and effect as a manual signature.

For: Participant(s)

1. By: _____ Date: _____

Name printed clearly of parent and/or legal guardian

Signature: _____ Mobile: _____

Email: _____

2. By: _____ Date: _____

Name printed clearly of parent and/or legal guardian

Signature: _____ Mobile: _____

Email: _____

For: SonRise

By: Alana Koski, Executive Director Date: _____



**BROWN RANCH
EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

ALL GUESTS WHO VISIT THE EQUESTRIAN PREMISES LOCATED AT 7101 CAMINO TASSAJARA, PLEASANTON, CA 94588(REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. IF YOU HAVE NOT SIGNED THIS AGREEMENT, YOU WILL BE REQUIRED TO LEAVE AS THIS IS PRIVATE PROPERTY. SIGNED RELEASES WILL BE KEPT ON FILE.

NAME OF GUEST _____ **DATE** _____

PHONE _____

ADDRESS _____ **EMAIL** _____

GUEST OF _____

REASON FOR VISIT _____

PARENT OR GUARDIAN (IF GUEST IS UNDER 18) _____

PHONE _____ **ALTERNATE PHONE** _____

ADDRESS _____

- 1.** The undersigned understands and acknowledges that this is a legal agreement that will either eliminate or severely restrict his/her legal rights and the rights of his/her minor child, heirs, and relatives in case he/she is injured, dies, or is otherwise damaged as a result of participation in equestrian activities on the Premises.
- 2.** The undersigned acknowledges that horseback riding, participation in riding lessons and clinics, being near horses, and being at equestrian facilities and on trails is inherently dangerous and involves risk of serious and permanent physical and emotional injury and, in extreme cases, possible death. The undersigned understands that he/she can get thrown, stepped on, kicked, or otherwise injured by his/her own horse or any other horse. The undersigned understands and agrees that he/she rides and participates in horse riding lessons and clinics, trail rides, horse grooming, and other related activities at his/her own risk. The undersigned further acknowledges and agrees that Brown Ranch is not responsible for any irregular footing on outdoor or indoor groomed or ungroomed land, all of which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Guest agrees that the waiver provided herein also applies to these circumstances.
- 3.** The undersigned, in the event of injury rendering undersigned unable to make decisions regarding medical care, gives Brown Ranch the authority to make decisions regarding medical care, including administration of medical care, and will defend, indemnify and hold Brown Ranch harmless for any Injury or death that occurs as a result of this care.
- 4.** The undersigned, on behalf of all and each of the heirs, executors, administrators, successors, and assigns of the undersigned hereby assumes all responsibility and risk and releases and forever discharges Leonids LLC, Chung Ping Wang and Cong Qin doing business as Brown Ranch, and their respective officers, agents, directors, employees, representatives, attorneys, contractors, and all persons acting by, through, under, or in

concert with any of them (collectively Brown Ranch) and holds the Brown Ranch free and harmless and indemnifies it from any and all, injuries (including death), claims, actions, suits, procedures, costs, expenses, damages, liabilities and causes of action of every kind, known or unknown, of any nature whatsoever (including attorneys' fees and costs) arising out of or connected with (a) the undersigned's participation in horseback riding, riding lessons, riding clinics, horse grooming, and other related equestrian activities, and any other use of, or attendance at the Brown Ranch Premises by the undersigned or by any guests of the undersigned; or (b) any acts of horses or any other animal owned by the undersigned or anyone else on the Premises.

- 5.** The undersigned further agrees that he/she will not sue or make a claim against Brown Ranch for injury, damage, death, or other losses sustained as a result of his/her participation in equestrian activities, use of the Premises, or injury to the undersigned's horse(s) or any other horse.
- 6.** The undersigned understands that by signing this Waiver, Release and Indemnity Agreement, he/she is giving up significant rights that he/she and his/her family and heirs may have. Knowing this, the undersigned still prefers to enter the Premises and if applicable use the Brown Ranch facilities and therefore voluntarily gives up his/her rights as described in this Agreement.
- 7.** This Agreement is a complete embodiment of our understandings and agreements. It may not be modified or rescinded except by a writing executed by an authorized agent of Brown Ranch.
- 8.** The undersigned represents that he/she has carefully read each and every one of the provisions of this Agreement and fully understands each provision and agrees to be bound by the terms of each provision.
- 9.** I have read and understand the "Rules & Regulations" posted at Brown Ranch, and I agree to abide by them. This includes, but is not limited to, the Helmet Requirement for All Riders under age of 18: Brown Ranch requires all riders under age 18 to wear an ASTM approved safety helmet. **No exceptions.**
- 10.** The undersigned agrees that horses, if any, brought to Premises by undersigned are free of contagious diseases, are current on all of the recommended & routine vaccinations and are negative for Coggins for those horses which came from out of the State.
- 11.** Undersigned agrees to pay for and/or repair any damage that occurs to Premises and personal property on Premises caused by undersigned or by undersigned's horse (s). This includes, but is not limited to, all damage to personal property, buildings, barns, fences, stalls, pens, hot walkers, facility structures of any kind, landscaping or vehicles.
- 12.** This Agreement shall be interpreted in accordance with the laws of the State of California and any dispute concerning this Agreement, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California, County of Contra Costa. Undersigned agrees that any disputes that may arise will be handled via arbitration, and thereby agrees to waive any right to trial by Jury.

PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD EACH AND EVERY PARAGRAPH

DATE _____

SIGNATURE OF GUEST _____

SIGNATURE OF PARENT OR GUARDIAN _____
(IF GUEST IS UNDER 18 YRS OLD)

Parent agrees to always have a supervising adult on Premises responsible for Minor. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding, horse grooming or other activities on the Premises.