



**CLOUD
DANCERS**

Therapeutic Horsemanship

Cloud Dancers Therapeutic Horsemanship Program

Volunteer Registration Form

Entered by: _____

Reviewed: _____

Date: _____

Today's Date: _____

I. Personal Information

Name: _____

Address: _____

City: _____ Zip: _____

May we contact you at work? Yes No

May we contact you via email? Yes No

Occupation: _____ Employer: _____

Do you have any physical limitations? Describe _____

Parent/guardian/caregiver name & phone (if under 18 years of age or under Guardianship):

Birth Date: _____

E-Mail: _____

Work Ph: (____) _____

Home Ph: (____) _____

Mobile Ph: (____) _____

II. General Information

How did you hear about Cloud Dancers? _____

Why are you interested in volunteering at Cloud Dancers? _____

Have you volunteered with Cloud Dancers before? Yes No Date: _____

Describe your experience with horses. _____

III. Please Check the areas you are interested in:

- | | |
|---|--|
| <input type="checkbox"/> Horse Leader/Handler | <input type="checkbox"/> Facility Improvements / ranch maintenance |
| <input type="checkbox"/> Sidewalker | <input type="checkbox"/> Feeding Horses / stable care |
| <input type="checkbox"/> Coordinating Volunteers | <input type="checkbox"/> Hay Hauling |
| <input type="checkbox"/> Special Events Coordinator | <input type="checkbox"/> Fence Work/Carpentry |
| <input type="checkbox"/> Newsletter | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Grant writing | <input type="checkbox"/> Electrical Work |
| <input type="checkbox"/> Computer Tech | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Special Events/Shows | <input type="checkbox"/> Photos/Videos |
| <input type="checkbox"/> Horse Sponsorship | <input type="checkbox"/> Fund Raising |
| <input type="checkbox"/> Marketing /Advertising | <input type="checkbox"/> Committee Participation |
| <input type="checkbox"/> Board Membership | <input type="checkbox"/> Public Speaking/Relations |

Please list any other information about yourself which you feel could be useful to the program.

Recent medical tests Last Tetanus shot? _____ Tuberculosis Test + - Date: _____

(Consult your physician or local health department if you are not up to date with these shots/tests.)

Health History

Please describe your current health status, particularly regarding the physical/emotional demands of working in an equine assisted program. Address fitness, cardiac, respiratory, bone or joint function, recent hospitalizations/surgeries, or lifestyle changes.

If you have allergies, what are they? _____

Regarding allergies, do you carry an epinephrine pen with you? _____ If so, where? _____

I understand that the information provided above is accurate to the best of my knowledge. I know of no reason why I should not participate in the Cloud Dancer's program.

Individual or Parent/Legal Guardian (printed name): _____

Signature of Parent/Legal Guardian: _____

Address of Parent/Legal Guardian (if applicable and different than individual): _____

Date: _____ Phone: _____

Authorization for Emergency Medical Treatment Form

Participant Staff Volunteer

Name: _____ DOB: _____

Parent/Guardian (if applicable): _____

Home Phone: (_____) _____ Work Phone: (_____) _____

Physician's Name: _____ Preferred Medical Facility: _____

Insurance Carrier: _____ Policy Number: _____

Allergies to medications: _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Describe any medical conditions requiring special precautions or treatment:

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services or while being on the property of the agency, I authorize Cloud Dancers to:

1. Secure and retain medical treatment and transportation if needed
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

Consent Plan

This authorization includes X-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person above is unable to be reached.

Date: _____ Consent Signature: _____

Participant, Parent or Legal Guardian

Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of service or while being on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures take place:

- Parent or legal guardian will remain on site at all times during equine assisted activities.
- In the event emergency treatment/aid is required, I wish the following procedure to take place

Date: _____ Consent Signature: _____

CLOUD DANCERS VOLUNTEER LIABILITY RELEASE AGREEMENT

I, _____, (Volunteer's Name) would like to participate in the Cloud Dancers program. I acknowledge the risks and potential risks of equine activities. However, I feel that the possible benefits to myself/my son/my daughter/my ward are greater than the risk assumed. I hereby, intending to be legally bound, for myself, my heirs, my assigns, executors or administrators, waive and release forever all claims for damages against Cloud Dancers, its Board of Directors, Guarantors, Instructors, Therapists, Aides, Volunteers and/or Employees for any and all injuries and/or losses I may sustain while participating in any of the Cloud Dancers programs.

WARNING - Under New Mexico law (Equine Liability Law, NMSA 42-13-1 et seq (1993)) 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. (enclosed is a copy of the Equine Liability Act.)

Date: _____ Signature: _____
Volunteer or Parent/Legal Guardian if under 18

**CLOUD DANCERS VOLUNTEER CONSENT TO
PHOTOGRAPH, VIDEO TAPE, TELEVISED RECORDINGS AND/OR RELATED MEDIA RECORDINGS**

I hereby (Check one): **Consent** **Do NOT Consent**

to authorize Cloud Dancers' right to photograph, televise, film, video tape and/or sound record the acts, appearances, and utterance of the undersigned and to use any descriptive words or names, including the name of the undersigned in connection therewith and without limit as to time, to produce and reproduce the same or any part thereof by any method and to use said photographs, films, video tapes and/or sound recordings for any purpose which Cloud Dancers deems proper in the interest of newspapers, television media, web site, brochures, pamphlets, or instructional materials. All such photographs, films and/or sound recordings shall be the exclusive property of Cloud Dancers, and I hereby relinquish all right, title and interest therein. With respect to the foregoing, no inducements or promises have been made to me to secure my signature to this release other than the intention of Cloud Dancers, to use or cause to be used such photographs, films and pictures for the primary purpose of promoting and aiding Cloud Dancers and its work.

Date: _____ Signature: _____
Volunteer or Parent/Legal Guardian if under 18

CONFIDENTIALITY POLICY

- Cloud Dancers shall preserve the right of confidentiality for all individuals in its program
- No one associated with Cloud Dancers will reveal any medical, social, referral, personal or financial information regarding any client or any other person associated with Cloud Dancers to anyone unless required by court order.
- This policy applies to:

participants	full and part-time staff	volunteers
temporary employees	board members	independent contractors
guests		
- Infants and children under age 18 do not have legal authority to consent to disclosure. Only parent(s), legal representatives, or others defined by state statute generally have this authority.
- Failure to comply can result in reprimand, loss of certain job responsibilities, or termination.

I understand and will observe the confidentiality policy of Cloud Dancers.

Date: _____ Signature: _____
Volunteer or Parent/Legal Guardian if under 18

CODE OF CONDUCT FOR VOLUNTEERS

- ◆ I will honor my commitment to confidentiality.
- ◆ I will always abide by the Code of Conduct and the Policies and Procedures for Volunteers.
- ◆ I will cooperate fully with our staff supervisor and be open to their guidance.
- ◆ I will represent Cloud Dancers in a positive manner to the larger community.
- ◆ I will not represent Cloud Dancers in any capacity while under the influence of alcohol or illegal drugs.
- ◆ I will not smoke, use drugs or alcohol, or possess a weapon while on Cloud Dancers property.
- ◆ I will not sexually harass clients, employees, or other volunteers.
- ◆ I will not physically or verbally abuse any person or animal while on Cloud Dancers property.

I understand and will abide by the Cloud Dancers Code of Conduct.

Date: _____ Signature: _____
Volunteer or Parent/Legal Guardian if under 18

BACKGROUND VERIFICATION RELEASE FORM

AGENCY INFORMATION

Date	Agency Name Cloud Dancers Therapeutic Horsemanship Program
Contact Name Kathryn Fehr	
Agency's Main Phone Number 505-926-1426	Agency's Fax Number

APPLICANT INFORMATION:

Applicant Full Name (Last, First, MI)		Maiden or Other Name(s) Used	
Current Address			
City	State	Zip Code	County
Social Security Number	Date of Birth	Driver's License Number	State Issued
Position Applied For			
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		Race <input type="checkbox"/> African American <input type="checkbox"/> American Indian <input type="checkbox"/> Anglo <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Other	

I hereby authorize Cloud Dancers and or its Service Provider to request and receive any and all background information about or concerning me, including but not limited to my Criminal History, Social Security Number Trace including a consumer report under the Fair Credit Reporting Act, 15 U.S.C 1681, Driving Record, Employment History, Military Background, Civil Listings, Educational Background, Professional License from any Individual, Corporation, Partnership, Law Enforcement Agency, and other entities including my Present and Past Employers.

The criminal history, as received from the reporting agencies, may include arrest and conviction data as well as plea bargains and deferred adjudications and delinquent conduct as committed as a juvenile. I understand that this information will be used, in part, to determine my eligibility for an employment/volunteer position with this organization. I also understand that as long as I remain an employee or volunteer here, the criminal history check may be repeated at any time. I understand that I will have an opportunity to review the criminal history as received by client/agency and a procedure is available for clarification, if I dispute the record as received. I also understand that the criminal history could contain information presumed to be expunged.

I further release and discharge Cloud Dancers and their Service Provider and all of their Subsidiaries, Affiliates, Officers, Employees, Contract Personnel, or Associates, from any and all claims and liability arising out of any request for information or records pursuant to this authorization, procurement of an investigative consumer report and understand that it may contain information about my character, general reputation, personal characteristics, and mode of living, whichever are applicable.

I understand that such access is for the purpose of considering my application as an employee/volunteer, and that I expressly DO NOT authorize Cloud Dancers, a PATH International center, its directors, officers, employees or other volunteers to disseminate this information in any way to any other individual, group, agency, organization or corporation.

Applicant's Signature

Date

Applicant's Printed Name

Parent/Guardian's Signature
(if under 18 years of age or if under Guardianship)

EQUINE LIABILITY ACT ~

The Legislature of the State of New Mexico, 41st. Legislature, 1st. Session, Laws 1993, chapter 117: Senate Judiciary Committee Substitute for Senate Bill 268, as amended, introduced by Senator Virgil Rhodes. Now **NMSA §§ 42-13-1 et seq (1993)**

AN ACT, RELATING TO TORT LIABILITY; ENACTING THE EQUINE LIABILITY ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

Section 1. SHORT TITLE. This act may be cited as the "**Equine Liability Act**".

Section 2. LEGISLATIVE PURPOSE AND FINDINGS. The legislature recognizes that persons who participate in or observe equine activities may incur injuries as a result of the numerous inherent risks involved in such activities. The legislature also finds that the state and its citizens derive numerous personal and economic benefits from such activities. It is the purpose of the legislature to encourage owners, trainers, operators and promoters to sponsor or engage in equine activities by providing that no person shall recover for injuries resulting from the risks related to the behavior of equine animals while engaged in any equine activities.

Section 3. DEFINITIONS. As used in the Equine Liability Act,

- A. **"equine"** means a horse, pony, mule, donkey or hinny;
- B. **"equine activities"** means:
 - 1. equine shows, fairs, competitions, rodeos, gymkhana, performances or parades that involve any or all breeds of equines and any of the equine disciplines;
 - 2. training or teaching activities;
 - 3. boarding equines;
 - 4. riding an equine belonging to another whether or not the owner has received some monetary consideration or other thing of equivalent value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine;
 - 5. rides, shows, clinics, trips, hunts or other equine occasions of any type, however informal or impromptu, connected with any equine or non-equine group or club;
 - 6. equine racing;
- C. **"behavior of equine animals"** means the propensity of an equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons, and
- D. **"rider"** means a person, whether amateur or professional, who is engaged in an equine activity.

Section 4. LIMITATION ON LIABILITY.

- A. No person, corporation or partnership is liable for personal injuries to or for the death of a rider that may occur as a result of the behavior of equine animals while engaged in any equine activities.
- B. No person, corporation or partnership shall make any claim against, maintain any action against or recover from a rider, operator, owner, trainer or promoter for injury, loss or damage resulting from equine behavior unless the acts or omissions of the rider, owner, operator, trainer or promoter constitute negligence.
- C. Nothing in the Equine Liability Act shall be construed to prevent or limit the liability of the operator, owner, trainer or promoter of an equine activity who:
 - 1. provided the equipment or tack, and knew or should have known that the equipment or tack was faulty and an injury was the proximate result of the faulty condition of the equipment or tack;
 - 2. provided the equine and failed to make reasonable and prudent efforts to determine the ability of the rider to:
 - a. engage safely in the equine activity;
 - b. safely manage the particular equine based on the rider's representations of his ability;
 - 3. owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which a rider sustained injuries because of a dangerous condition that was known to the operator, owner, trainer or promoter of the equine activity;
 - 4. committed an act or omission that constitutes conscious or reckless disregard for the safety of a rider and an injury was the proximate result of that act or omission; or
 - 5. intentionally injures a rider.

Section 5. POSTING OF NOTICE. Operators, owners, trainers and promoters of equine activities or equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs and arenas, and persons engaged in instructing or renting equine animals shall post clearly visible signs at one or more prominent locations that shall include a warning regarding the inherent risks of the equine activity and the limitations on liability of the operator, owner, trainer or promoter.

RELEASE STATEMENT - A release statement used by an operator, equine animal owner, property owner, trainer or promoter of equine activities should include the warning that there are inherent risks to participants and observers involved in all activities with equine animals due to the propensity of and equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons. The statement should also include a warning that New Mexico state law provides that no person, corporation or partnership is liable for personal injuries to or for the death of a rider (or other participant) that may occur as a result of the behavior of equine animals while engaged in any equine activities, and that the rider (or other participant) agrees to engage in the equine activity at his own risk.

New Mexico Equine Liability Act, NMSA §§ 42-13-1 et seq. (1993)

Form by New Mexico Horse Council

Cloud Dancers Therapeutic Horsemanship Program, Inc.
Policy on Confidentiality
Adopted 3/5/2002

1. **General Principles:** The therapeutic riding center (Cloud Dancers), its board members, staff and volunteers will maintain confidentiality for all individuals in the program. Confidentiality will also be maintained for the family members, or guardians, of the program's participants.
2. **Information covered by the confidentiality policy:** The staff, volunteers and board members of Cloud Dancers of the Southwest, Inc. will keep confidential all medical, social, referral, personal and financial information regarding program participants or their families.
3. **Persons Subject to the Confidentiality Policy - this policy applies to:**
 - a. Full and part time staff
 - b. Independent contractors
 - c. Temporary employees
 - d. Volunteers
 - e. Board members
 - f. Non-board members who participate in the program on an advisory basis
4. **Competency and Informed Consent Disclosure:**
 - a. All children under the age of 18 must have their parent's or legal guardian's consent to any disclosure
 - b. Program participants 18 years and older are presumed competent under the law for purposes of disclosure unless a guardian has been appointed by the court who may act on their behalf. A program participant with a legal guardian must have that guardian's consent to disclosure
5. **Intra-Agency Access and Disclosure of Medical and/or Sensitive Information:** The nature of the Cloud Dancers program limits the need to know about medical and/or sensitive information about a program participant. No information will be disclosed about a program participant without their parent's or legal guardian's consent. Possible staff and volunteer concerns regarding the risk of disease transmission can be addressed through the use of "universal precautions".
6. **Extra Agency Disclosure of Medical and/or Sensitive Information:** Information about a program participant will only be provided to another agency or entity with the specific, written consent of the rider, their parent or legal guardian.