



*Application for
Horseback Riding Program*

Whispering Canyons Foundation

Dear Prospective Participants and Parents,

Thank you for your interest in the Whispering Canyons Foundation, Inc. We are a non-profit organization staffed mainly by volunteers.

In order to provide the best benefit and the safest environment to our participants, Whispering Canyons Foundation, Inc. has established some guidelines for acceptance into the program. It is recommended that clients be at least 11 years of age and have the ability to follow directions. Due to back problems in horses, weight guidelines have been established. All forms must be completed and returned before you or your child can be enrolled.

Upon completion and receipt of the forms, the participant will be assigned a riding time that is appropriate, or placed on a waiting list. Our instruction is determined based on age and ability. To increase your chances of securing a place in the riding schedule, be sure to note *all* times that you are available to ride. If placement on a waiting list is necessary, you will be contacted when a riding time becomes available.

In this packet, you will find other useful information about our program, goals, and fees. If you have email access, please note it on the application form. Some information is disseminated to our students and volunteers electronically.

We look forward to working with you.

Mail forms to:

Whispering Canyons Foundation, Inc.
527 N. 400 E
Logan, Utah 84321

Or Contact: Merrill Gould at 435-752-4624

Whispering Canyons Senior Trainer Program Application

(Ages 22 & up)

Thank you for considering Whispering Canyons as a place to donate your time and talents as a Senior Trainer. Senior Trainers are a vital part of our team at Whispering Canyons. Without them we would not be able to meet the needs of our girls and their families that we serve in Cache County. We know that your time and talents are precious, and we want every minute you spend with us to be worthwhile. That's why we're asking you to take a few minutes and fill out this application. It will help us make the right match between your talents and time availabilities to the Senior Trainer program.

You will find questions on this form about your background and so on. We hope you'll understand that even though we may know you well, Whispering Canyons makes an active effort to comply with non-profit standards of operation to prevent abuse. It's just one of the ways we want to help and protect our participants and volunteers. If you have any questions about this application or volunteering please feel free to contact us via email at whisperingcanyon1@gmail.com.

Thank you for your understanding in this effort and your willingness to volunteer. We appreciate you!

Please print clearly and fill out the application in its entirety

Name (first, middle and last)

Male Female

Date of Birth _____

Home Address _____

Apt/Suite _____

City _____ State _____

Zip Code _____

Phone Numbers (please include area codes)

Home: () _____ Cell: () _____

Work: () _____

Preferred method of communication (please circle): **CELL** **HOME** **WORK**

Best time to call: _____

Email: _____

Have you ever been charged with or convicted of the following:

- A) Felony? _____ Yes _____ No
- B) Any crime involving a sexual offense, an assault or the use of a weapon?
_____ Yes _____ No
- C) Any crime involving the use, possession or furnishing of drugs or hypodermic syringes?
_____ Yes _____ No
- D) Reckless driving, operating a motor vehicle while under the influence, or driving to endanger? _____ Yes _____ No

If you answered Yes to any of the above four items, please explain:

Whispering Canyons Foundation has permission too:

Please check below

Run a background check on me. _____ Yes _____ No

Run a motor vehicle records check on me if I decide to operate a WCF vehicle.

_____ Yes _____ No

Verify the 3 references I have provided. _____ Yes _____ No

By signing below, I affirm that I have answered all questions truthfully. I understand that if any portion of this application is found to be intentionally false, I may be denied the right to volunteer for Whispering Canyons Foundation.

Signature

Date

Release for Publication

Please initial below

During the course of the Whispering Canyons experience, there will be occasions when you may be photographed and/or videotaped by staff, sponsors, corporate representatives, media, and others. We request permission for your participation. By initialing below, you may choose to grant or deny Whispering Canyons Foundation, Inc. permission to use photographs or videotape yourself, alone or in groups, in newspaper articles, newsletters, web-site, online, brochures, special fundraising activities, scrapbook, videos, and photo albums for use in public understanding and support of the Whispering Canyons program. By granting permission below, you hereby release and hold harmless Whispering Canyons, Inc. from claims, judgements or

demands which may arise from the use of the above referenced photographs and/or videotapes.

_____ **"Yes, I give permission to be photographed and/or videotaped for publication".**
initial

_____ **"No, I deny consent to be photographed and/or videotaped for publication".**
initial

Permission to Participate and Release of Claims

I, _____ (*print your name*) hereby give permission to travel to and from various events, competitions, trail rides, trailer dumping, etc. on behalf of Whispering Canyons as a volunteer in the program. I understand that I will travel by another volunteer's vehicle or drive my personal vehicle. I understand that while serving as a volunteer for Whispering Canyons Foundation, depending on the venue, I may be offered *physical activities including horse related activities including but not limited to :trail riding, 4H activities, loading, leading, saddling, riding, training, lifting hay bales, and other activities. (*Please note activities are subject to change depending upon the venue).

In consideration of participation as a volunteer for Whispering Canyons Foundation Inc., I, for myself, heirs, executors, and administrators, hereby personally, release, indemnify, save and hold harmless, acquit, forever discharge and waive any claims or causes of action which I may ow or hereafter have against Whispering Canyons Foundation, Inc. or other participating agencies, all corporate sponsors and collaborators, and their respective subsidiaries and affiliates and any and all of their officers, directors, trustees, agents, servants, associates, employees, representatives, shareholders, beneficiaries, successors, and assigns, of all liabilities, claims, actions, damages, costs, or expenses which they or I may now or hereafter have arising out of or in any way connected with participation in Whispering Canyons Foundation, Inc., including, but not limited to, travel to or from 4H events and other Foundation activities and injuries which may be suffered before, during, or after Whispering Canyons Foundation, Inc. events and venues. I understand that this waiver includes any claims based on negligence, action, or inaction of the above parties. I understand that I am assuming the risk for any activities we participate in.

Signature _____ Date _____

Medical History and Information

All of this information is kept confidential and will only be shared with the medical professional offering treatment. It is extremely important that you list all current allergies to medication and or foods, along with any over the counter or prescription medications.

Do you have allergies to any food, medicines, or any substance? YES or NO

If yes, please list.

Allergies: _____

Reaction: _____

Allergies: _____

Reaction: _____

Allergies: _____

Reaction: _____

Allergies: _____

Reaction: _____

Do you have any food restrictions? (*vegetarian, no meat, gluten free, etc.*) YES or NO

If yes, please list.

Do you have any health conditions that may limit your participation? YES or NO

If yes, please explain.

Due to high emotional demands of this job, is there anything Whispering Canyons needs to be made aware of to ensure that your experience is a pleasant one? YES or NO

If yes, please explain.

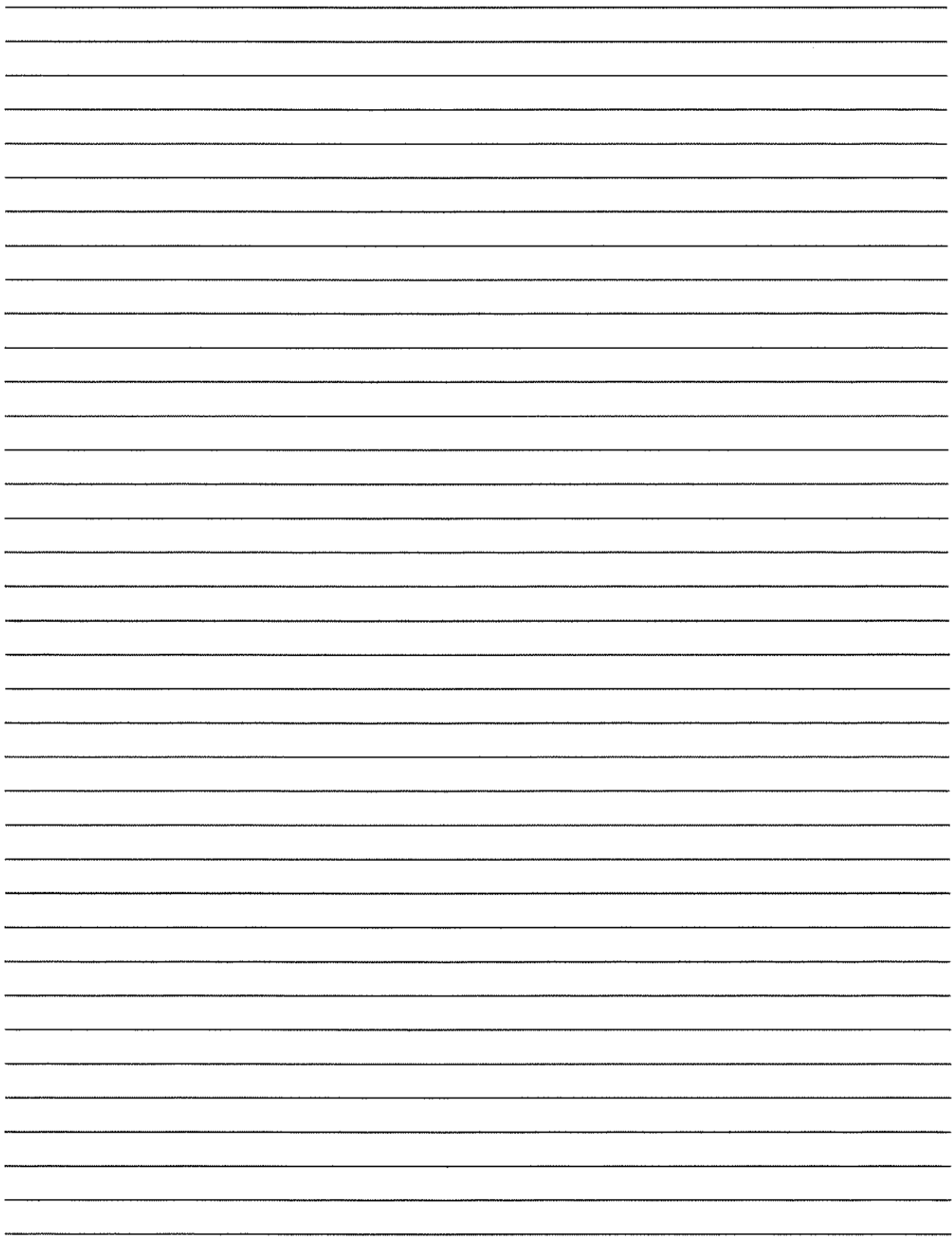
Please list any prescription or non prescription medications you are taking:

Physician Information

Please list your primary care physician

Name: _____

Phone Number: _____



References and History

Please list 3 references:

Name _____
Relationship _____
Time Known _____
Phone Number _____

Name _____
Relationship _____
Time Known _____
Phone Number _____

Name _____
Relationship _____
Time Known _____
Phone Number _____

Whispering Canyons Foundation, Inc. Release of Liability

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20 _____, by and between Whispering Canyons Foundation, Inc., hereinafter designated **Foundation**, and _____ hereinafter designated **Rider**, and if Rider is a minor, Rider's Parent or Guardian, _____. In return for the use, today and on all future dates of the property, facilities, horses and services of the Foundation, leased or owned, the Rider, her/his heirs, assigns, and legal representatives, hereby expressly agree to the following:

WARNING

Under Utah law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from the inherent risks of equine activities, pursuant to Utah Code Ann. #78-27b-102 (2001), or as amended.

1. It is the responsibility of the Rider and Parent/Guardian to carry full and complete insurance coverage on her/his horse, (if owned by the Rider or her/his family), personal property and Rider.
2. Rider and Parent/Guardian agrees to assume **ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON WHISPERING CANYONS FOUNDATION/LAND-OWNER/DIRECTOR/MANAGER'S PROPERTY AND FACILITIES, WHETHER OWNED OR LEASED** including, without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. The Rider and Parent/Guardian acknowledges that there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participation in such activities. The inherent risks include, but are NOT LIMITED to the propensity of equines to behave in unexpected and dangerous ways. Such behavior may include: running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on persons. All of which may result in injury, harm or death to persons on or around them. The unpredictability of equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface condition, collisions with other animals or structures; the limited availability of emergency medical care, and the potential of a participant to act in a thoughtless or negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over an animal or acting out frustration, excitement or other emotion in an inappropriate manner.
4. Rider and Parent/Guardian assume all risks in connection with the inherent risks associated with the unpredictability of horses, including the behaviors listed above. The Rider and Parent/Guardian expressly agree to waive any and all claims for injury or loss arising from participation and /or proximity to horses.
5. The Rider and Parent/Guardian agree to sign, abide by and follow Whispering Canyons Foundation, Inc. rules and regulations which shall be posted and available upon request. Rider and Parent/Guardian understand and agree that injury, accident or death can occur from not following said rules and Rider and Parent/Guardian agree to full liability for any incidents, damage, injury, or death that may occur in the event of Rider not abiding by Foundation's rules, regulations and training. Further The Rider and Parent/Guardian agree that the behavior of any animal is contingent to some extent upon the ability of the rider therefore they shall provide full disclosure to the Foundation of rider's abilities prior to acceptance into the program.
6. Rider and Parent/Guardian agree to abide by all of Land Owner and Foundation's rules and regulations. Failure to comply will engender loss of privileges for one week or more. Repeated failure to comply will be cause for expulsion and banning from any and all use.
7. Rider and Parent/Guardian agree to hold Land Owner and Foundation/Director/Manager and all of their family, successors, assigns, subsidiaries, affiliates, Whispering Canyons Foundation, Inc. board of directors, officers, trainers, volunteers, employees and agents **completely harmless and not liable and to release them from all liability whatsoever and AGREES NOT TO SUE them** on account of or in connection with any claims, causes of action, demands, injuries, damages, judgments, attorney fees or costs, cost or expenses arising out of Rider's use of or presence upon Land owner or Foundation's property and facilities, leased or owned, including without limitation, those based on death, bodily injury, property damage, including consequential damages, IN ANY WAY CONNECTED with RIDER's use of or presence on the property of Whispering Canyons Foundation, Inc. or in any facilities located thereon.

8. Rider and Parent/Guardian agree to waive the protection afforded by any Utah statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
9. Rider and Parent/Guardian agree to indemnify and defend Land Owner and Foundation against, and hold them harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Land Owner or Foundation's property and facilities.
10. Rider and Parent/Guardian expressly release Whispering Canyons Foundation, Inc. and land owner from any and all claims for personal injury or property damage, even if such claim is caused by negligence (if allowed by the laws of the state of Utah) by Whispering Canyons Foundation, Inc. its' staff, Board of Directors or volunteers.
11. If Rider is using his/her own horse, the horse shall be free from infection, contagious or transmissible disease. Director/Manager reserves the right to refuse any horse if not in proper health or if it is deemed dangerous or undesirable.
12. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider and Parent/Guardian agree that damages shall be limited to \$250.00 for property damage, medical or other actual expenses incurred, with a maximum of \$10,000.00 for damages such as pain and suffering.
13. This contract is non-assignable and non-transferable and is made and entered into the State of Utah, and shall be enforced and interpreted under the laws of this state. Should any clause or a portion therein be determined to be in conflict with State Law, then that clause or a portion therein is null and void. But any such action shall not void clauses, or portions therein that are not in conflict and such shall remain in full affect. When the Director/Manager and Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

Rider's Signature

Date

Director/Manager's Signature

Date

Rider's Parent/Guardian (if Rider is a minor.)

Date

Rider's Address and Phone Number

State of Utah)

§

County of _____)

Before me, the undersigned authority, on this day personally appeared _____
Known to me, or has proven on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument, and upon his (her) oath acknowledged to me that he (she) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20__.

NOTARY PUBLIC IN AND FOR CACHE COUNTY, UTAH

Whispering Canyons Foundation, Inc.

Welcome to Whispering Canyons Stable. We are happy to have you here. Our mission is to provide a quality facility and experience that celebrates all of the disciplines of western pleasure riding and competition. Our success is measured by the enthusiastic response of our students and the joy of the horses.

In order to maintain a first-rate facility for everyone to enjoy and use we have developed rules and guidelines for all to follow. We all need to work together with the highest standards of cooperation, ethics, goodwill and sportsmanship to make this a fun and safe place for all of us. We ask that you observe and respect the rules and each other so that everyone has a safe and enjoyable experience.

Horses are intelligent, social and potentially dangerous animals and while many of our horses are friendly, some are more private so please keep your hands to yourself.

Student Behavior and Stable Rules

Any and all riding, handling and interaction with horses is done at your own risk!

NO smoking, drugs, alcohol, or weapons of any kind will be allowed on the premises at any time, by anyone.

Students MUST treat all horses with respect, attention, care and caution. ALL messes made by a student's horse is their responsibility to clean up, regardless of the location of the mess.

Students may NOT handle, ride, work or remove horses from stalls, rail or pen in the absence of an adult trainer. Halters must be removed from horses when they are in their stall. Horses may not be left unattended tied in their stall or the alleyway. Horses may NOT be removed from stalls without a halter on and a lead rope attached. There is NO riding in the alleyway at any time.

Horses may NOT be left unattended for more than 15 minutes and only IF they are tied to the rail or in the round pen. Horses should be attended at all other times unless put away in their stall.

No unnecessary reprimanding of a horse will be tolerated. This includes, but is not limited to: abusive spurring, gross neglect, harmful training methods or injury by drug intake.

Students must clean stalls daily (except on Sundays). If a student is sick or absent it is THEIR responsibility to engage someone else to perform their duties at the stable for the duration of their absence.

Students must feed horses daily and groom them twice a week at a minimum.

Students are responsible for the tack and equipment they use and must clean and care for it weekly if not more often (for grooming equipment).

Students MUST wear appropriate clothing when riding. Please NO short shorts, tank tops or midriff tops.

Students are NOT allowed to bring ANYONE into the riding area without proper safety gear (ASTM/SEI hard hat/helmet and the specified type of boots), a signed liability form and approval of an adult trainer. An adult or trainer MUST be present at the time. ANYONE under the age of 12 is NOT ALLOWED to handle or ride any horse, and may not be on the premises without a responsible adult supervising them.

Students are required to wear a reflective jacket when walking or riding their horses in dim or dark conditions (such as traveling to and from the stables to the Cache County fairgrounds arena and/or Foundation or 4-H activities).

Students MUST follow the instructions of any member of the Board of Directors for the Whispering Canyons Foundation and of any trainer.

Personal items of value should be left at home. Whispering Canyons Foundation is NOT responsible for students' personal belongings brought or left on-site.

Be respectful of other people's property. Theft of another students' property will result in serious consequences and possible criminal charges.

Manure must be dumped in the designated area only. Do NOT block the alleyway or stalls except when cleaning a stall.

All tack is to be kept in assigned places. The tack box by your horses' stall is to house your halter, lunge-lines, helmets and boots. All other tack is to be kept in the tack room in an orderly manner. Clothing or items left lying around will be disposed of weekly.

Horses are to be washed in the designated area only. Hoses MUST be re-coiled and faucets turned off when finished.

All garbage must be disposed of properly. If a can is full, empty it or find another can to put your trash into.

Scheduled lessons have priority in the round pen.

If you choose to bring friends, relatives or dogs on the premises, we require that they follow all the rules and regulations of the facility and that any dogs be on leash and under your control at all times. Failure to do so will result in them and possibly you being asked to leave.

Help your fellow riders and the trainers. Always try to work together. Infighting, gossiping, disrespectful or poor attitude or behavior toward others or horses will NOT be tolerated.

All students MUST have a copy on file with the Foundation Board Secretary of both of the following: 1) a signed Equine Activity and Liability Waiver form and 2) a signed Whispering Canyons Stable Rules form.

Any concerns questions or requests must be made in writing with the date and your name. These may be placed in the suggestion box in the tack room.

Your cooperation in recognizing the importance and following these rules is greatly appreciated. These rules are subject to change at the Board's discretion. Updates or changes will be posted at the facility.

Breaking ANY of these rules could result in injury to a student, trainer or animal and as such requires consequences.

The consequence will be commensurate with the offense and the degree of injury, effect or problem the offense causes. The consequence may include loss of riding privileges, extra grounds work around the riding area and stalls, or expulsion.

By signing this notice you agree to abide by these rules and the potential consequences.

Student Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Director/Board Member Signature: _____

Date: _____