



**Changing Lives,  
One Ride at a Time**

## BEAMING Inc. Participant Application

Reviewer \_\_\_\_\_

Date of review \_\_\_\_\_  
(For Office Use Only)

Today's Date \_\_\_\_\_

For which program(s) Pony Power Academy

Participant Name \_\_\_\_\_ Pronouns \_\_\_\_\_

DOB \_\_\_\_\_ Age \_\_\_\_\_ Weight \_\_\_\_\_ lbs.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County of Residence: \_\_\_\_\_ School \_\_\_\_\_

Diagnosis (if any) \_\_\_\_\_ Date of Onset \_\_\_\_\_

Medications \_\_\_\_\_

For our grant writing purposes only: Gender \_\_\_\_\_ Race \_\_\_\_\_

Qualified for free or reduced lunch? Yes \_\_\_\_\_ No \_\_\_\_\_

Caseworker? Yes \_\_\_\_\_ No \_\_\_\_\_ Caseworker email \_\_\_\_\_

Parent/Guardian Name(s) \_\_\_\_\_

Cell Phone of primary contact \_\_\_\_\_

Secondary Phone \_\_\_\_\_

Email address of primary contact \_\_\_\_\_

Secondary email address \_\_\_\_\_

Parent/Guardian place(s) of employment \_\_\_\_\_

How did you hear about BEAMING? \_\_\_\_\_



**BEAMING**  
EQUINE-ASSISTED SERVICES  
**Changing Lives,  
One Ride at a Time**

**BEAMING Inc.**  
**Release of Liability Agreement**  
**Visitor**

I \_\_\_\_\_ hereinafter referred as VISITOR, in consideration for the use, today and on all future dates, of the property, facilities and services of KK Quarter Horses LLC, Katie L. Samuelson, BEAMING Inc., instructors, volunteers, Board of Directors, and any and all persons associated with BEAMING Inc. agree as follows: (Capitals indicate terms that will be defined either at the head or at the end of the agreement).

1. VISITOR agrees that when permitted by Wisconsin law, this agreement will be applicable to VISITOR, their heirs, successors, assignees, and representatives.
2. MANAGER acknowledges that this Release of Liability does not include intentional behavior on the part of MANAGER or MANAGER's employees, agents, or representatives.
3. VISITOR agrees that not signing a Release of Liability may be a ground for refusal to be admitted **within** the FACILITIES. VISITOR also agrees that by signing this form, VISITOR is waiving any present, past or future right to negotiate a different Release of Liability with respect to the use of the FACILITIES.
4. In case VISITOR desires to modify this Release of Liability, VISITOR should contact the President or MANAGER before attempting to use or enter the FACILITIES.
5. This document can only be modified in writing and signed by the President of MANAGER and by VISITOR.
6. VISITOR [where applicable] makes this agreement on VISITOR's behalf and on behalf of the following, who is/are VISITOR's child(ren) or legal ward(s).

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

NAME: \_\_\_\_\_ DOB: \_\_\_\_\_

VISITOR assumes all responsibility for the safety of VISITOR and any of the above-stated minors, and releases MANAGER and MANAGER's employees, volunteers, agents, heirs, Representatives, family members, assigns, affiliated persons, visitors and others acting on MANAGER's behalf from any and all claims for injury or death of VISITOR and any minors so designated that may arise from the presence of VISITOR and the minors referenced above on the FACILITIES. VISITOR accepts that this agreement will be applied to VISITOR and any minor so designated. (The term "VISITOR" does include the minors above stated.)

7. VISITOR understands that being allowed on the FACILITIES does not imply a permission to take part in the ACTIVITIES. In case VISITOR desires to take part in the ACTIVITIES, VISITOR shall communicate this desire to MANAGER's President **before** taking part in any ACTIVITIES and may not participate in ACTIVITIES until an alternate Release of Liability is signed by VISITOR and VISITOR obtains MANAGER 's or President's permission in writing before taking part in said ACTIVITIES.
3. VISITOR acknowledges that there are **inherent risks** in being within the proximity of EQUINES, and hereby expressly assumes all risks associated with being close to the EQUINES. These inherent risks include, but are not limited to, the propensity of EQUINES to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on that may result in an injury, harm, or death to persons on or around them.
9. VISITOR acknowledges that EQUINES are unpredictable and subject to animal whim and that when frightened, angry or under stress, EQUINES may behave in unforeseen manners. For this reason, VISITOR shall not carry objects that may fall and/or may produce noises that could scare an EQUINE. VISITOR shall abstain from taking pictures and in case that photographs or videos are taken, VISITOR shall use a device (camera or smartphone, among others) that produces no noise and no flash.
10. VISITOR acknowledges that MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons, and other, acting on MANAGER's behalf cannot be held responsible for any total or partial ad, such as occurrences or ELEMENTS OF NATURAL, outside of the control of MANAGER, that may affect an EQUINE causing it to react in some unsafe manner.
11. VISITOR assumes all responsibility for all risks in connection with VISITOR presence within the facilities and for being in the proximity of EQUINES. VISITOR expressly waives any claims for any injury, loss and/or damage arising from being in the proximity of EQUINES within the FACILITIES. This waiver is with respect to MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons and others acting on MANAGER's behalf.
12. VISITOR agrees to abide by and follow MANAGER's rules and regulations, which shall be posted and/or available from time to time.

13. VISITOR acknowledges that a full and fair disclosure of VISITOR's physical and mental condition has been made to MANAGER. Therefore, VISITOR waives any responsibility resulting from lack of disclosure or any circumstance (which includes but is not limited to diseases, allergies or pregnancy) that may affect VISITOR while in proximity to EQUINES.
14. VISITOR is advised to take all necessary precautions when in the proximity of EQUINES. MANAGER assumes no responsibility in providing VISITOR with safety gear nor to check the condition of any safety gear brought by VISITOR.
15. **VISITOR expressly releases MANAGER and MANAGER's employees, successors and assigns, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and all claims for personal injury or property damage resulting from being present within the FACILITIES and in the proximity of an EQUINE.**
16. VISITOR agrees to hold harmless, indemnify and defend MANAGER and MANAGER's employees, successors and assigns, agents, affiliated persons, and others acting on MANAGER's behalf from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with VISITOR's presence in the FACILITIES.
17. VISITOR agrees that should emergency medical treatment be required, VISITOR or VISITOR's accident/medical insurance company shall pay for all such incurred expenses.
18. VISITOR acknowledges that no oral representations or other agreements not herein expressed have been made to VISITOR, that this Release of Liability constitutes a complete understanding and that the terms of this Release of Liability are contractual.
19. VISITOR accepts that this Release of Liability is governed and should be interpreted under Wisconsin Law and that this agreement is intended to be as broad and inclusive as Wisconsin law permits. Should any part of this document conflict with Wisconsin law, only that part will be nil and void and the rest shall stay in effect. VISITOR also accepts that any disputes that arise from the application or interpretation of this Release of Liability shall be resolved by a Federal or State court of proper jurisdiction located in Wisconsin. VISITOR, therefore, agrees that the legal jurisdiction for this contract will be the State of Wisconsin.
20. VISITOR agrees to pay attorney's fees and court costs that may be incurred by VISITOR's

breach. VISITOR represents that VISITOR:

- Is at or over 18 years of age;
- Is of sound mind, and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
- Has fully read this Release of Liability and understands it;
- Understands that signing this Release of Liability represents the waiver of any right to sue due to injuries or death according to what is expressed on this agreement;
- Has given complete, truthful and accurate information.

**DEFINITIONS:**

**ACTIVITIES:** Refers, but it is not limited to, training, teaching, riding, inspecting, and evaluating an EQUINE. Riding, training or driving a vehicle pulled by an EQUINE. Assisting in the medical treatment of an EQUINE. Shoeing an EQUINE. Riding as a passenger of an EQUINE. Assisting a person participating in any of these activities.

**FACILITIES:** Refers to the premises upon which Beaming Inc. conducts their activities.

**ELEMENT OF NATURE:** Includes, but it is not limited to, thunder, lightning, rain, wind, water, wild and domestic animals (which includes other EQUINES, insects and reptiles, dogs, cats, among others), irregular footing on out-of-door groomed or wild land. Land is subject to constant change in conditions according to weather, temperature, and animal and man-made changes in landscape.

**EQUINE:** includes, but it is not limited to, donkeys, hinnys, horses, mules and ponies.

\_\_\_\_\_  
VISITOR

\_\_\_\_\_  
Center Director or President

\_\_\_\_\_  
Signature of parent or guardian (if under age 18)

\_\_\_\_\_  
Date

# BEAMING INC. POLICIES



**Changing Lives,  
One Ride at a Time**

## MEDIA RECORDING POLICY

Everyone at BEAMING Inc. is prohibited from making recordings including, but not limited to video, audio, photos unless given permission by the Center Director or on-site staff at the time of recording. If permission is granted, personal recordings are not to be used for social media or commercial purposes. This policy has been implemented to protect the privacy of all participants and their families.

## CONFIDENTIALITY POLICY

I agree to respect and observe privacy and confidentiality of the participants, volunteers, employees, board members, officers, and donors of BEAMING Inc. and will not discuss or disclose any information about any individual or their family.

## REFUSAL OF SERVICES POLICY

If the participant is currently experiencing any of the following symptoms, BEAMING Inc. may refuse to provide service(s): (i) an active threat to self or others; (ii) in need of inpatient services or intensive outpatient care; (iii) struggling with active self-harm which requires medical attention; (iv) struggling with violent outbursts; or (v) experiencing psychosis.

## SESSION CANCELLATION POLICY

Cancellations may be initiated by BEAMING Inc. due to bad weather or other circumstances. The safety of our participants, volunteers, employees, and horses is our top priority. Cancellations will be posted on our Facebook page at: <https://www.facebook.com/beaminginc>.

## ABSENCE POLICY

Please give advance notice if your participant will miss a session for any reason by sending an email to [wendy.beaming@gmail.com](mailto:wendy.beaming@gmail.com). Please include the date and time of the planned absence. Please give as much advance notice as possible so we can arrange for a substitute participant.

If your participant is ill on the day of the session, please text (920) 851-6160.

Participants or their parent(s)/guardian(s) will be invoiced personally for any absence for which there is no prior notification.

By signing below, I confirm I have read and understand BEAMING Inc.'s Media Recording Policy, Confidentiality Policy, Refusal of Service Policy, Session Cancellation Policy and Absence Policy.

---

Participant

---

Signature of Responsible Party

---

Date

