

TERMS AND CONDITIONS FOR THERAPEUTIC RIDING LESSONS AT

CAN-TR
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STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

THERAPEUTIC RIDING CONTRACT

DATE _____ (effective for one year)

I (Parent, Guardian) _____ have contracted with CAN-TR to give
(child's name) _____ therapeutic riding lessons.

Rider Information:

Rider Name: _____ DOB: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Other Phone: _____ e-mail: _____

Parent/Guardian Information:

Parent or Guardian: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
e-mail: _____ Emergency Contact: _____ Phone: _____

The cost of therapeutic riding lessons is \$50/lesson.

Therapeutic riding lessons are to be paid at the beginning of each month, minimum of 4 treatments in full prior to the start of each month. If payment is not received before the start of each month, the above mentioned rider will be dropped from the semester and returned to the waiting list.

Lesson Policy Standard:

A lesson is 45-60 minutes in length and is to consist of mounting each client and tack adjustments, exercises while mounted; approximately 30-45 minutes actual mounted time, cool down time, and dismounting. Please note we consider a lesson starting when the client enters the pasture/arena area. The Instructor additionally has the responsibility of safety for clients, volunteers, and horses at all times so therefore, the Instructor has the right to deviate from the above lesson outline when safety is a concern.

Basic Guidelines:

I understand that it is my responsibility prior to entering the arena to inform the Instructor of any new medical or physical problems which may impact my safety or ability to perform correctly during my scheduled therapeutic riding lesson. I further agree to handle all other questions or suggestions according to CAN-TR policy.

I understand that lesson times are planned and that I need to be on time. If I am late more than 10 minutes from my scheduled time, my mount will be un-tacked, unless I have made prior arrangements. I further understand that even if I am late the time for ending the lesson will remain as scheduled. The only condition for extending my lesson time is if the Instructor is not present at the scheduled lesson beginning time.

I further accept that the Instructor is the only person with authority to cancel any lesson. The only considerations for approved cancellation of a lesson are bad weather conditions (heat advisory, thunderstorms, extreme cold, etc.), schedule conflicts with the Instructor's commitments, a client's medical absence with a written doctor's excuse, or a death in the family. Make-up lessons will only be scheduled for the above described lesson cancellations. **All approved make-up lesson scheduling will be at the discretion of the Instructor.**

I understand that proper attire must be worn for therapeutic riding lessons. Proper attire is pants, shirt, protective shoes/boots and SEI-ASTM approved riding helmet which fits properly with an attached harness. A safety helmet will be provided by CAN-TR unless the client has his/her own approved safety helmet. A client must wear a helmet whenever horses are present.

I further understand that the CAN-TR member farm reserves the right to discipline a client in the form of a documented verbal warning for the first offense. Second offense will be a written warning. For third offense, a final written warning will be documented. Some examples of reasons for disciplinary actions: disruption to therapy, behavior problems that are unacceptable or unsafe, sexual comments and conduct, disrespect to therapist and/or volunteers, failure to follow program stated policies, rules or instructions, etc..

I further accept that CAN-TR member farm reserves the right to release a client due to unsafe situations, physical stress to the client resulting from riding and/or any safety/medical problems that may arise. This type of release from the program will require a prorated refund be issued.

Client's information files will be held in confidentiality and only shared when necessary to assure the safety of a client in the treatment or during an official incident review.

I am aware of the inherent risks of being around horses and mounted on horseback and riding. I further understand that I must be careful while on the property of a CAN-TR member farm and particularly while horses are being handled. CAN-TR and its member farms cannot and does not assume any liability for accidents, injury, or death to person or persons. I further have reviewed and understand the content of North Carolina's Liability Law which is posted at pasture/arena entrance gate, barn, and sensory trail entrance. Likewise I accept full responsibility for friends and visitors accompanying myself on CAN-TR member farms' property.

"WARNING"

Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

- Chapter 99E of the North Carolina General statutes.

Program Enrollment Policy:

Enrollment in the CAN-TR program begins upon program's receipt of a fully completed enrollment packet. At that time, the client's name will be put on the present waiting list. Official acceptance into the program will only take place after the client completes an on-site evaluation by the Evaluation Team and the OK is given to complete a program therapeutic riding contract.

Clients Goal Setting Policy:

CAN-TR client's goal policy is that each client will have a personal set of documented goals, which will be set on a 6-month time frame.

- The goals will be set and documented for each client after the second lesson of a new client.
- In the case of a continuing client, the goals will be set and documented upon each semester in the CAN-TR program.
- Documented clients goals will be located in the client's file.
- The Instructor will be the sole responsible party for setting each client's goals and may use input from the client, volunteers, and parent or guardian and other professionals working with the family in setting the goals for each semester.
- The Instructor is responsible for maintaining the weekly progress record on each client, which will be transferred at the end of each session into the client's file.

General Conduct Policy for Parents, Clients, and Guests during A CAN-TR lesson

Time:

Important areas used during TR lessons

- Parent/Client waiting area is located by the gate entrance to the arena.

Arrival to lesson

- If previous lesson is in progress or dismounting stay in car or quietly go to parent/client waiting area.
- All clients are to wait at parent/client waiting area until volunteer or instructor comes to escort them. *The only people who are to be in the arena are the instructor, volunteers and clients that are getting ready to mount for the current treatment.*
- If you need to talk to the Instructor about medical or physical problems which may have a safety implication for the current treatment, please do so before the mounting phase of the treatment gets started.

During the lesson:

- While a therapeutic riding lesson is in progress all parents, family members, and guests must stay in waiting area or their vehicles. If you need to move around use driveway. You may only enter arena if asked by the instructor or volunteer.
- No loud noises (clapping, door slamming on cars, loud talking/ laughing, calling to clients, etc.)
- No umbrellas, flash cameras while horses are present.
- No ball playing, tag games, or fast type movement games allowed before, during or after lesson scheduled times.

After therapeutic riding lesson

- After the lesson, the client will be returned to their parent or guardian.
- Water is available in the office.

Question and Suggestion Policy:

It is CAN-TR policy that all instructors, therapists and volunteers will not accept any questions or suggestions prior to, during, or after scheduled lesson times. If a client or parent/guardian has a question or suggestion pertaining to a client, problem, complaint, suggestion, etc..

- You are requested to email CAN-TR or your individual instructor or call Lisa at (919)883-1766.

This policy is for the safety of all. During a scheduled therapeutic riding lesson, our instructor and volunteers must maintain lesson focus at all times for the safety of our clients.

Attendance Policy:

CAN-TR attendance policy is any client missing 3 lessons during the semester will be dropped from the riding program unless absences are for medical reasons with a doctor's signed excuse. If said client wants to re-enroll in the riding program he/she may but their name goes to the bottom of the waiting list.

Make-up Therapy Policy:

CAN-TR make-up therapy policy: a make-up riding lesson will only be rescheduled for a lesson missed for the following reasons;

- Lesson canceled by Instructor (bad weather, heat index, instructor schedule conflict, etc.)
- Client's medical absence with a doctor's signed excuse.
- Death in the immediate family.

Disciplinary Policy:

CAN-TR disciplinary policy has been developed to ensure a safe and conducive environment for all involved in our therapeutic riding program.

Warning Policy:

CAN-TR member farms have the right to discipline a client, parent/guardian, and/or volunteer

1. First offense a documented verbal warning. If this is a client, he or she will be removed from the horse.
2. Second offense a written warning. If a client, he or she will be dismissed from the therapeutic riding lesson for that day.
3. Third offense is final warning. The client will be removed from horse and dropped from the CAN-TR program.
4. If the offender is a parent, guardian or volunteer, they will follow the same disciplinary policy and can be dropped from the program on the third offense; in the case of a parent or guardian this will include the client.

Examples of reasons for disciplinary actions: disruption to riding lesson, behavior problems that are unacceptable or unsafe, disrespect to therapist and/or volunteers, failure to follow program stated policies, rules, instructions, etc..

Immediate Termination Policy:

A client, parent or guardian, volunteer, or therapist will be immediately removed from the CAN-TR program for sexual comments or sexual conduct.

General Rules:

- All gates and stall doors to be keep closed.
- No entry into feed/hay storage areas without member farms' permission.
- No climbing, sitting, or standing on stall doors, fences, or gates (this includes ring).
- Smoking is prohibited.
- No consumption of alcohol beverages or drugs.
- You are responsible for your friends and visitors conduct and safety while on the property of CAN-TR member farms. Infractions will follow the CAN-TR disciplinary policy.
- No personal dogs are allowed on CAN-TR member farms' property.
- No running around horses or riding areas.
- All trash to be disposed of in trash barrel.
- No horses to be handled in or out of the stalls without member farms' permission and/or supervision.
- Always respect others when speaking or socializing.
- No entry into tack room areas unless accompanied by program staff or directed to by program staff.

Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

I the undersigned have read and understand the above contract plus all the CAN-TR policies and rules which I agree to abide by in total and I have received a copy of this contract which includes the CAN-TR policies and rules. I further understand that if any of the CAN-TR policies or rules are not followed CAN-TR has the right to cancel this contract in full without any refund of moneys remaining for this session.

ACCEPTED BY:

Signature: _____
Rider

Either Parents or the Guardian

Witness: _____

Rider's Name _____

Address _____

Home Phone _____

Phone Parent or Guardian _____

CELL PHONE FOR EMERGENCY _____