

# BINA FARM CENTER

BRINGING PEOPLE TOGETHER



Dear Prospective Participants of the BINA Farm Center,

Thank you for your interest in the BINA Farm Center (BFC). Enclosed you will find general information on our programs, the application process and required application paperwork. Prospective participants need to fill out all applicable releases and waivers prior to participating.

Once all the completed forms have been received by our office, you will be added to our waiting list if there is not a spot available. If an opening is available, you will be contacted to schedule a pre-riding intake evaluation/assessment and told what the session cost will be. All sessions must be prepaid. Program openings are determined by a combination of meeting the needs of the individual & the availability of resources. Please know that we do all that we can to integrate new participants. This application packet does not include releases for our Therapeutic Riding, Hippotherapy, Life Skills & Vocational Training or Creative & Complementary Therapy Programs (see website for those applications).

## MISSION

BFC brings together those with and without special needs by offering a variety of inclusive enrichment programs that will ultimately help them to thrive personally and to make their best contribution towards the communities they live in and society at large. BFC is committed to providing a comprehensive therapeutic and recreational environment utilizing Equine Assisted Activities and Therapies, a Life Skills & Vocational Training Program and Creative and Complementary Therapy Programs for children and adults with physical, developmental and emotional challenges.

## VISION

Our vision for the future includes building a BINA Farm Center in the Metro West area. This will allow us to offer all of our programs in one state-of-the-art facility - a place where everyone can share in our engaging and challenging activities. Our unique mission sets us apart and allows us to play a transformational role that fosters tolerance, compassion and interaction with those of all ages with and without special needs.

Our services are open to those with special needs, as well as their siblings, parents, caregivers and friends. Our programs and activities do not replace other forms of treatment, but rather augment them and help our participants to reach their full potential. BFC instructors & therapists may work closely with the participants' physicians and therapists to create the best individualized plan. Our programs focus on what our participants can achieve, rather than on their limitations.

BFC is committed to the following goals:

- Providing a nurturing therapeutic environment that focuses on the unique challenges of each participant.
- Providing both short & long term support for our participants & their families by offering a comprehensive program.
- Treating all participants, their families, friends, staff and animals with respect, dignity, kindness and compassion.
- Creating an atmosphere that transcends the usual rehabilitative model.
- Offering 50% tuition assistance to all schools and organizations who participate in our group programs.

## MULTIPLE LOCATIONS

- 55 Allen Street, Lexington, MA 02421
- The Dana Hall School, 160 Grove Street, Wellesley, MA 02482
- BINA Farm Center Offices, 207 Union Street, Natick, MA 01760
- We are currently searching for a primary home in the Metro West area to expand our programs; however we will continue to offer portions of our programs at all locations as they are a very important part of our mission.

Should you have any questions regarding the application process, enclosed forms, arranging a visit, or the wait list status, please contact us at 508-651-2462 (BINA). **When you have completed your application, either mail it to our office at BINA Farm Center, 207 Union Street, Natick, MA 01760, fax it to 508-651-2463 or scan and email it to [info@BINAfarm.org](mailto:info@BINAfarm.org).**

Sincerely,

Coryn L. Bina

Executive Director and Co-Founder

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## RECREATIONAL RIDING APPLICATION PROCESS & POLICIES

**Application Process:** Available online or upon request, the BINA Farm Center (BFC) provides the required forms for participation, which must be fully completed and accepted by BFC. The following forms are mandatory prior to participation:

- Registration & Release Form
- Authorization for Emergency Medical Treatment Form
- Release of Liability for the BINA Farm, Inc., Dana Hall School, and J.P.C., LLC, Release and Hold Harmless Agreements

Each form must be signed by the appropriate party. Once all forms have been received, prospective participants will be placed on the wait list and when an opening becomes available, they will be contacted for a riding assessment conducted by staff.

**Scheduling:** BFC offers numerous sessions each year, most are between 4-16 weeks due to school holidays and breaks. The length of a lesson is based on individual needs and scheduled programs. Lessons/classes are scheduled for the same day and time each week for the length of a session. BFC operates Monday through Sunday during the sessions. Current participants need to give a confirmation on intent to participate for the next semester three weeks prior to it beginning. Family and sibling riding can be scheduled at the same time when resources permit.

**Attendance and Cancellation:** BFC expects consistent attendance by all participants. If you are unable to attend a regularly scheduled lesson, notification must be made by contacting our office at 508-651-2462 or via email to [info@binafarm.org](mailto:info@binafarm.org). If you are cancelling with less than 24 hours' notice or cancelling a weekend lesson, please call your instructor directly so sufficient notice may be provided to staff and volunteers. Make-up lessons and refunds are not provided for cancellations by riders; however families will be credited for any lessons cancelled due to weather or instructor illness. Credits in those instances will be carried over to the following session or applied to any balance for the current session. BFC cannot offer refunds or make-up lessons due to vacations, illness or conflicts in participant schedules; however we will do our best to find substitute riders to fill in. We strongly recommend families give us as much notice as possible for vacations and other lesson conflicts so that we can reach out to our fill-in riders. If we are able to fill the lesson with a fill-in rider, we will credit you for that missed lesson.

**Attire:** Participants should dress weather appropriate and always wear long pants (even during summer), with sturdy-soled boots or shoes with a ¼ heel. Jackets and gloves are required for cold weather as the indoor arena is not heated. Riders must wear ASTM-SEI Certified helmets.

**Payment:** Lessons are **prepaid** on a session basis. The tuition for each session is due two weeks before the first day of class unless a pre-arranged payment plan or scholarship has been established through individual arrangement with our business office. Payments can be made by check or for your convenience you may use PayPal. There will be a \$25.00 fee for returned checks. Unfortunately there are NO refunds for unused lessons once you have paid for and committed to any session.

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## REGISTRATION AND RELEASE FORM FOR RECREATIONAL RIDING

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Weight: \_\_\_\_\_ Height: \_\_\_\_\_ Employer/School: \_\_\_\_\_

Primary contact Name: \_\_\_\_\_ Check one \_\_\_ Parent \_\_\_ Guardian \_\_\_ Self

Mailing Address: Street: \_\_\_\_\_

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

Home Phone: ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Are there any health issues you have which could interfere with you having a safe and successful time participating with recreational horseback riding, flatwork or jumping lessons? \_\_\_\_\_

Days your available for lessons, please circle all options: Mon Tue Wed Thur Fri Sat Sun

Times your available, please circle all options: 8am 9am 10am 11am 12pm 1pm 2pm 3pm 4pm 5pm 6pm 7pm

**GOALS** (i.e. Why are you applying for participation? What would you like to accomplish?)

**PLEASE READ EACH OF THE FOLLOWING ITEMS BEFORE SIGNING:**

**PHOTO RELEASE:**  I Consent to and authorize  I do not consent to nor do I authorize

The use and reproduction by the BINA Farm, Inc., J.P.C., LLC, or Dana Hall School, of any and all photographs and any other audiovisual materials taken of me for promotional printed material, educational activities, exhibitions, or for any other use for the benefit of the program.  Initial

**BINA FARM CENTER STATEMENT OF PARTICIPANT ELIGIBILITY OR DISMISSAL:**

The BINA Farm offers services to individuals with and without special needs. Eligibility for participation in the BINA Farms' programs is based solely upon an individual's ability to participate meaningfully & safely, provided the necessary resources are available including: an instructor, horse, volunteers & class available which meets an individual's needs. Financial consideration is not taken into account in determining the eligibility for participation. Due to the nature of therapeutic riding & other equine related activities, there are individuals for whom the BINA Farms' programs are deemed inappropriate during the evaluation process & are not accepted for enrollment or not eligible to continue in the BINA Farms' programs. This determination is made on the basis of physical, behavioral & other limitations. Individuals accepted into the BINA Farms' programs are required to take part in periodic progress reviews & follow the BINA Farms' rules & procedures. During these reviews, or as the result of unusual occurrences during a program session, the BINA Farm professional staff may find that continuance in the program for a given individual is inappropriate. For this reason, the BINA Farm reserves the right to discontinue the participation of an individual in its programs when it is deemed that discontinuance is in the best interests of the BINA Farm and/or the individual concerned. The BINA Farm reserves the right to cancel, end or change a person's participation in any program if their behavior is a threat to their health & safety or to another participant, staff member or animal.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

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## Authorization for Emergency Medical Treatment Form

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Physician's name: \_\_\_\_\_ Preferred Medical Facility: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Policy # \_\_\_\_\_

Allergies to medications: \_\_\_\_\_

Current medications: \_\_\_\_\_

In the event of an emergency, contact:

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

### Consent Plan

In the event that 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 the BINA Farm, Inc., The Dana Hall School, & J.P.C., LLC 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.

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(s) above is unable to be reached.

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

Client (If over 18), Parent or Legal Guardian

### Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in case of illness or injury during the process of receiving services or while being on the property of the agency.

- 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: \_\_\_\_\_ Non-Consent Signature: \_\_\_\_\_

Client (If over 18), Parent or Legal Guardian

**BINA FARM CENTER**

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**RELEASE OF LIABILITY FOR The BINA Farm, Inc., J.P.C., LLC, & Dana Hall School**

**This is a legal document, please seek legal counsel if you don't understand the content prior to signing.**

This RELEASE of LIABILITY made and entered into this [REDACTED] day of [REDACTED] 20[REDACTED], by and between

The BINA Farm, Inc., the Dana Hall School, & J.P.C., LLC, hereinafter designated as FARM, and

[REDACTED], hereinafter designated as PARTICIPANT, and if PARTICIPANT is a minor,

PARTICIPANT's parent or guardian, [REDACTED]. In return for use, today and on all future dates of

the property, facilities and services of the FARM, the PARTICIPANT, his heirs, assigns, executors, administrators and legal representatives, hereby expressly agree to the following:

1. Insurance. It is the responsibility of the PARTICIPANT to carry full and complete insurance coverage on his horse, personal property and himself.
2. Inherent Risks and Assumption of Risks. PARTICIPANT acknowledges there are inherent risks associated with equine activities, including, but not limited to the propensity of horses to behave in ways such as running, bucking, biting, kicking, stumbling, rearing, falling or stepping, and that horses may have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals. PARTICIPANT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the PARTICIPANT. PARTICIPANT warrants that a full and fair disclosure of PARTICIPANT'S abilities has been made to the FARM. PARTICIPANT agrees to assume ANY AND ALL RISKS INVOLVED IN, OR ARISING FROM, PARTICIPANT'S USE OF OR PRESENCE UPON, THE FARM'S PROPERTY AND FACILITIES, or any land made available to the FARM for use by PARTICIPANT, including, without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationery objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Also there can be gardening risks with use of gardening tools.

**WARNING**

**Under Massachusetts law, 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, pursuant to Section 2D of Chapter 128 of the General Laws.**

3. Release and Covenant not to Sue. PARTICIPANT (and if applicable, PARTICIPANT'S parent or guardian) agrees to hold FARM and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, agents and lessors (including the Owner of the property upon which FARM is located) completely harmless and not liable forever and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of PARTICIPANT'S use or presence upon FARM's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, even if such damages are caused by the negligence of the FARM, its employees, representatives or agents, except if the damages are caused by the direct, willful and wanton negligence of the FARM.
4. Waiver of Statutory Provisions. PARTICIPANT agrees to waive the protection afforded by and statute or law in any jurisdiction (e.g. California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release 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.
5. Indemnification. PARTICIPANT agrees to indemnify and defend the FARM and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents and lessors (including the owner of the property upon which the FARM is located), against, and hold them harmless from any and all claims, causes of action, damages judgments, costs or expenses including attorney's fees which in any way arise from or are in any way connected with PARTICIPANT'S use of or presence upon FARM property and facilities, or any property or facilities of other persons made available to the FARM for use by PARTICIPANT.
6. Rules and Regulations. PARTICIPANT agrees to abide by all of the FARM's RULES AND REGULATIONS which may be in effect from time to time.
7. Horse Must Be In Proper Health. If PARTICIPANT is using his horse, or a horse not owned by the FARM, the horse shall be free from infection, contagious or transmissible disease. The FARM reserves the right to refuse access or use of any horse that does not appear to the FARM to be in proper health or is deemed dangerous or undesirable.
8. Limitation of Actions. Any action brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to such claim. PARTICIPANT agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

9. Governing Law. This contract is non-assignable and non-transferable and is made and entered into in the State of Massachusetts and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the FARM and PARTICIPANT (parent or guardian, if PARTICIPANT is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

By signing this form in the space provided below, PARTICIPANT (or PARTICIPANT's Parent or Guardian, if applicable) acknowledges that they have read and fully understand the content of this form.

Participant Signature (If over 18)

Owner's Signature (if you are providing a horse)

Parent/Guardian Signature (If Minor)

Emergency Contact Name

Phone

Participant's Address

Phone

**Equine Activity Release and Hold Harmless Agreement for the BINA Farm, Inc., J.P.C., LLC and Dana Hall School**

1. I, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with the BINA Farm, Inc., Dana Hall School, & J.P.C., LLC understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I acknowledge the risks and potential for risks related to any equine activities, rock climbing, gardening, yoga, dance, music, art and swimming activities including grievous bodily harm. However, I feel that the possible benefits to myself are greater than the risks assumed.
3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by the BINA Farm, Inc.
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, to any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
7. Under Massachusetts law, 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, pursuant to section 2D of Chapter 128 of the General laws.

Date: [redacted] Company: BINA Farm, Inc., Dana Hall School, & J.P.C., LLC

Person voluntarily entering onto this Release and Hold Harmless Agreement:

[redacted signature line]

/s/ signature

Date

Printed Name

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## Liability Release for ALL Individuals Accompanying Participant to Lessons

Please fill out this form with name, signature, and date for ALL individuals who may be accompanying the participant to lessons. This includes, but is not limited to, siblings, parents, extended family, caregivers, teachers, aides, and specialists. If the individual is over 18, they must sign their own name. For all minors under the age of 18, a parent/guardian signature is required.

**Participant's Name:** \_\_\_\_\_  
First Last

**LIABILITY RELEASE:** I acknowledge the risks and potential for risks of horseback riding and working with horses, including grievous bodily harm. However, I feel that the possible benefits to myself/my child/my ward are greater than the risks assumed. I hereby, intending to be legally bound for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against the BINA Farm, Inc., J.P.C., LLC, & Dana Hall School, all of their Board of directors and officers, Instructors, Therapists, Aides, Volunteers, Faculty and/or Employees for any and all injuries and/or losses I may sustain while present at the BINA Farm Center from whatever cause, including but not limited to the negligence of these related parties. This includes any other programs and/or activities which I am present for (Rock Climbing, music, art, dance, gardening, etc.) The undersigned acknowledges that he/she has read this Liability Release in its entirety; that he/she understands the terms of this release and has signed this release voluntarily and with full knowledge of the effects thereof.

I agree that I, or any other adult bringing my child to any BINA Farm program, will supervise any other minors under the age of 18 also brought to the premises. **Parent/Guardian Initial**

I understand that the participant, parent/guardian, and all guests MAY NOT approach and/or touch any animal without the supervision of BINA Farm staff. **Parent/Guardian Initial**

### Adults Over the Age of 18:

1.	_____	_____	_____
	Printed Name	Signature	Date
2.	_____	_____	_____
	Printed Name	Signature	Date
3.	_____	_____	_____
	Printed Name	Signature	Date
4.	_____	_____	_____
	Printed Name	Signature	Date

### Minors Under the Age of 18:

1.	_____	_____	_____
	Child's Name	Parent/Guardian Signature	Date
2.	_____	_____	_____
	Child's Name	Parent/Guardian Signature	Date
3.	_____	_____	_____
	Child's Name	Parent/Guardian Signature	Date
4.	_____	_____	_____
	Child's Name	Parent/Guardian Signature	Date