

VII.
VOLUNTEER PACKAGE

- **Application**
- **Policy and Information**
- **Release and Hold Harmless**
- **North Carolina Equine Activity Statute**
- **Signature Page**

POLICY ON VOLUNTEERS

1. OVERALL POLICY ON UTILIZATION OF VOLUNTEERS

One way to achieve the goals of Avalon Farm is through the active participation of persons who are not compensated for their services by Avalon Farm. To this end, Avalon Farm accepts and encourages the involvement of volunteers in the accomplishment of its mission.

2. PURPOSE OF VOLUNTEER POLICIES

The purpose of these policies is to provide overall guidance and direction to staff and volunteers engaged in volunteer involvement and management efforts. These policies are intended for internal management guidance only and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. Avalon Farm reserves the exclusive right to change any of these policies at any time.

3. SCOPE OF VOLUNTEER POLICIES

Unless specifically stated, these policies apply to all volunteers in all programs and projects, whenever and wherever undertaken, by Avalon Farm.

4. DEFINITION OF VOLUNTEER

A volunteer is anyone who, without compensation or expectation of compensation beyond reimbursement for ordinary and necessary approved expenses, performs a task at the direction of and on behalf of Avalon Farm. A 'volunteer' must be officially accepted and enrolled by Avalon Farm prior to performance of the task.

5. SERVICE AT THE DISCRETION OF AVALON FARM

Avalon Farm accepts the service of volunteers with the understanding that such service is at the sole discretion of Avalon Farm. Volunteers agree that Avalon Farm may at any time, for whatever reason, decide to terminate the volunteer's relationship with Avalon Farm. The volunteer may at any time, for whatever reason, decide to sever the volunteer's relationship with Avalon Farm.

6. TRAINING

Volunteers will receive specific on-the-job training to provide them with the information and skills necessary to perform their volunteer assignment. The timing and methods for delivery of such training will be appropriate to the complexity and demands of the assignment.

7. AUTHORITY OF VOLUNTEERS

Unless specifically authorized to do so by the Board of Directors of Avalon Farm, any volunteer who is neither an officer nor a director of Avalon Farm is without authority: (1) to bind Avalon Farm to any contractual commitment, (2) to make public statements on behalf of Avalon Farm or otherwise to act on behalf of Avalon Farm, and (3) to represent to others that the volunteer has authority to act on behalf of Avalon Farm.

8. RULES OF CONDUCT

The Organization's rules are based on conduct acceptable to a business environment. Set forth below are certain kinds of conduct prohibited by the Organization. These descriptions of prohibited conduct are not meant to be all-inclusive but rather are to serve as examples of the types of offenses represented in each of the defined categories of offenses. All offenses are serious offenses, but an effort has been made to classify offenses in order of importance and to state the usual action required by the Organization for violation. However, any offense may result in discipline, up to and including discharge, if, in the opinion of management, such action is warranted.

I. MAJOR OFFENSES

Major Offenses are the most serious offenses and an employee charged with a Major Offense will be subject to immediate discharge.

Examples of Major Offenses:

1. Reporting to work under the influence of alcoholic beverages, illegal drugs, marijuana or other controlled substances.
2. Possession, use, or distribution of alcoholic beverages, illegal drugs, marijuana or other controlled substances during work time or on the Organization's property.
3. Sexual or other discriminatory harassment of fellow employees.
4. Concealing defective work.
5. Threatening, intimidating, provoking a fight or striking a fellow employee while on the Organization's property or during working hours.
6. Deliberate destruction or damage of the Organization's property or equipment, or property of fellow employees or customers in any manner during working hours, or the commission of acts intended to cause destruction or damage.
7. Insubordination, defined as willful refusal to carry out proper work related instructions of a manager.
8. Making a false representation to the Organization or falsification of application for employment, time cards, sickness records, expense records, or other data requested by the Organization.
9. Submitting fraudulent claims against or to the Organization.
10. Possession of firearms, weapons, or explosives during work time or on the Organization's property.
11. Theft of property of the Organization, fellow employees, customers, clients, or associated entities.
12. Behaving indecently or engaging in activities that bring disrepute upon the Organization.

13. Conviction of a criminal charge which results in confinement in a correctional facility or prison.
14. Continued absence in excess of three days without notification to the Organization.
15. Careless or reckless driving of any vehicle on the Organization's property or of a vehicle of the Organization at any time.
16. Indulging in practical jokes or horseplay on the Organization's property or during work time which endangers an employee or destruction of the Organization's property.
17. Sleeping during working hours.
18. Leaving the job without authorization.

II. MINOR OFFENSES

Minor Offenses are less serious than Major Offenses. The procedure usually followed with Minor Offenses is as follows:

- * First Offense - Written warning.
- * Second Offense - Written warning.
- * Third Offense - Dismissal.

A written warning shall remain active for purposes of disciplinary action for a twelve-month period.

Examples of Minor Offenses:

1. Failure to provide medical evidence, if requested, for an absence of three consecutive days or more due to illness.
2. Poor housekeeping or creating undesirable working conditions.
3. Improper care or use of machinery or other property of the Organization.
4. Failure to report an on-the-job injury or accident to your supervisor as soon as you have knowledge of personal injury.
5. Stopping work early without permission, either at meal time or quitting time.
6. Failure to follow instructions, either written or oral.
7. Unauthorized use or possession of the Organization's property.
8. Failure to maintain production by giving unsatisfactory effort, or using work time for non-productive purposes.
9. Abuse of the Organization's telephone for personal calls.

The above list is not all-inclusive. Any violation of the Organization's policies or procedures may result in discipline, up to and including immediate dismissal, if, in the opinion of management, such action is warranted.

Both exempt and nonexempt employees are subject to unpaid disciplinary suspensions for violations of the Organization's conduct standards. In the case of exempt employees, the suspension will be for no less than a full day.

9. DRESS CODE

The Organization's work site(s) are places of business, and employees are to dress appropriately for their work situation. Clothing, mode of dress or personal grooming that is not appropriate for a business is not acceptable, regardless of the nature of the job performed. Management retains the right to send home employees who are not properly or safely dressed.

10. SUBSTANCE ABUSE

It is the Organization's policy to maintain a drug free workplace. Therefore, the manufacture, distribution, sale, use or possession of illegal drugs or controlled substances while on the job, while on the Organization's property or while driving a vehicle of the Organization is strictly prohibited and constitutes grounds for immediate discharge. Being under the influence of drugs, except prescription drugs properly used by employees under a physician's care, during working hours is also prohibited.

The abuse of any legally obtained drug, or controlled substance while on the job, while on the Organization's property or while driving a vehicle of the Organization is prohibited and will result in disciplinary action, up to and including discharge. Any employee who may be undergoing medically prescribed treatment with a prescription drug that may affect the employee's ability to perform on the job must report this treatment to his/her supervisor prior to beginning work. Failure to report this to the supervisor will be grounds for disciplinary action, up to and including discharge.

The most effective approach to combating substance abuse is through a standard drug screening program, and the Organization may request or require an employee to undergo drug and/or alcohol testing under the following circumstances: (1) pre-employment; (2) individual suspicion; (3) post-accident testing; and (4) rehabilitation program related testing.

11. TOBACCO

The Organization is committed to providing a healthy environment for those to whom we provide services, visitors and staff. The Organization provides a tobacco-free environment to reduce health risks associated with tobacco products (including but not limited to cigarettes, cigars, pipe smoking, smokeless tobacco and snuff) and to promote and encourage health.

The use of tobacco is prohibited on the property of the Organization, including private vehicles located on property of the Organization. The use of tobacco is prohibited while driving a vehicle of the Organization.

Information

Volunteering as Healing

We strive to teach our children they can do something to improve the life of someone else. This fulfills an elementary need in every child's heart. That is, the need to be needed. Oftentimes having this feeling of value is an integral part of a child's healing.

Volunteer Info

- Volunteering can be done during our normal hours of operation
- Call to schedule a time to volunteer
- You must fill out our application in order to volunteer
- Volunteer needs include
 1. riding assistance
 2. barn maintenance assistance
 3. gardens maintenance
 4. building projects
 5. trails cleaned
 6. animal housing maintenance
 7. office assistance
 8. always plenty of work to do

In order to become a volunteer, you must do the following:

1. Fill out a Volunteer Package
2. Be approved by staff of Avalon.

We do offer long term / live in volunteer opportunities. There are a limited number of these opportunities. We also offer intern programs. In addition, groups from schools, churches, Boy Scouts, Girl Scouts, and other affiliations are welcomed.

Safety Rules

1. All riders must sign a release before riding.
2. Safety approved helmets must be worn while riding.
3. For the health of our horses and children, this is a Non Smoking facility.
4. Proper footwear is required to ride – No open toed/heeled shoes allowed.
5. Children must be supervised AT ALL TIMES.
6. Ride only in designated areas unless accompanied by an AVALON staff member.
7. Do not enter the horse's stalls without supervision or permission from an AVALON staff member.
8. No loud talking in or around barn area.
9. No running in or around barn area.
10. No loud talking or running around horses.
11. Do not feed any of the farm animals without permission and help from Avalon staff.
12. No cell phones in the barn area or while riding.
13. No headphones for music while riding or working with the animals.
14. No profanity.
15. Running and being loud can be done in the trails, fields and woods. Not with the animals.
16. Please treat all animals, other riders and AVALON staff with kindness and respect.

I have read the above rules and I agree to comply with these rules while participating in Avalon's programs.

Participant's Signature

Date

Printed Signature of Participant

Dress Code & items to bring when working at Avalon

- Volunteers need to dress for outside work and according to the weather. For cooler temperatures, layers of clothing would work best so you can adjust as the temperature changes.
- Appropriate and comfortable shoes for outdoor work. No open toed or open heeled shoes allowed.
- Bring work gloves
- A hat or some type of head cover to protect you from the sun.
- A bag lunch, snacks
- Water Bottles
- Sunscreen
- Any personal hygiene items that you might need during the day

Waiver/Release Hold Harmless Agreement

Name _____

Home Address _____

Phone (_____) _____ Minor's birth date _____

The undersigned states as follows:

I acknowledge that outdoor activities such as hiking, horseback riding, and any farm related activity contain inherent risks of injury and damage to me personally.

I acknowledge that any transportation being provided likewise contains inherent risks of injury, death, and damage to me personally.

Knowing these facts, and, nevertheless, in consideration to your acceptance of this form, hereby for myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless Avalon Farm, its owners, and all individual members thereof connected in anyway with these activities, their heirs, representative, executors, administers, and assignees from all right, claim or liability for damages that might be sustained by me, including injuries from any and all claims of any kind of nature that I might incur as a result of, or arising out of my participation, caused by my own account or the acts of anyone.

I further agree that I will defend, indemnify, and hold harmless Avalon Farm, its owners and all members against claims, demands, and causes of action including court costs, attorney's fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature what-so-ever, whether, known or unknown, and expressly waive any benefits I may have relating to the release of unknown claims.

I do acknowledge that I have read the foregoing paragraphs and know and understand the content thereof.

Signature of Participant _____ Date _____

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

Minors must have the following liability agreement signed by their parents or legal guardian.

We the undersigned parent or guardian of _____ for and in consideration of our child's participation in these proposed outdoor activities through Avalon Farm state that we have read the waiver, release, and hold harmless agreement written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply and be binding upon us and our minor child so far as it pertains to his or her participation. We further warrant named minor is covered by health and accident insurance.

I declare under penalty of perjury that the foregoing is true and correct. I do acknowledge that I have read and understood the above agreement.

Executed this ____ day of _____ 2008 in _____ County, in the state of _____

Mother (*print*) _____ (*signature*) _____

Father (*print*) _____ (*signature*) _____

VOLUNTEER ACTIVITIES RELEASE

Each of the undersigned recognizes and assumes the unavoidable risks inherent in any and all volunteer activities, that is activities concerning or relating to the horse (a mammalian placental of the genus and species *Equus caballus*, family Equidae), or any other animal or farm related activity such as land development for gardens, maintenance, office duties, food preparation activities, and general operations for the farm; including bodily injury and mental and emotional injury resulting therefrom or relating thereto, to the horse, rider, and spectator. By engaging in volunteer activities, or allowing family members or guests to engage in volunteer activities, the undersigned assume responsibility for any occurrences affecting any such persons that may arise out of engagement in any volunteer activity and hereby forever release the Board of Directors of Avalon Farm, Life Management, Inc. and or Kimberly Clarke or any professionals named such to allow the use and enjoyment of equine or equine activities, and or any other activity at Avalon Farm; I hereby release and hold harmless.

In consideration, therefore, for the privilege for me or other persons related to me of riding and/or hanging around horses or any other animal at Avalon Farm and or participating in any activity for the operations of Avalon Farm; and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, each of the undersigned hereby covenants and agrees, Swargabhoomi-heaven on Earth, Inc. d/b/a/ Avalon, their respective partners, directors, shareholders, officers, employees, independent contractors, lessors, agents, attorneys, successors, and assigns (collectively, the "Benefited Persons"), as follows:

I do hereby release the Benefited Persons from any and all liability or responsibility for accident, damage, injury, or illness to me, my animal(s), any member of my family or his personal representative, or any of my guests arising out of any occurrence on or around the premises of the Avalon Farm. I hereby covenant not to sue any of the Benefited Persons and personal representative, insurers, assignees, or subrogees may have against them, including claims arising out of the personal representative, insurers, assignees, or subrogees may have against them, including claims arising out of the negligence of the Benefited Persons. IN the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

I acknowledge receipt of the following warning given by or on behalf of the Benefited Persons: "UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OR A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES."

I, as a voluntary participant, Parent, Legal Guardian, or Spouse, as applicable, have read the foregoing and hereunto set my name under seal and by so doing intend the same.

Name: _____
Address: _____
Telephone: _____

(Custodial) Parent or Legal Guardian

Name: _____
Address: _____
Telephone: _____

Spouse

Name: _____
Address: _____
Telephone: _____

North Carolina Equine Activity Statute

**STATUTES OF NORTH CAROLINA
CHAPTER 99E. SPECIAL LIABILITY PROVISIONS.
ARTICLE 1. EQUINE ACTIVITY LIABILITY.**

§ 99E 1 Definitions.

As used in this Article, the term:

(1) "Engage in an equine activity" means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term "engage in an equine activity" does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) "Equine" means a horse, pony, mule, donkey, or hinny.

(3) "Equine activity" means any activity involving an equine.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.

(5) "Equine professional" means a person engaged for compensation in any one or more of the following:

- a. Instructing a participant.
- b. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.
- c. Renting equipment or tack to a participant.
- d. Examining or administering medical treatment to an equine.
- e. Hoof trimming or placing or replacing horseshoes on an equine.

(6) "Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.

b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.

(7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

§ 99E 2 Liability.

(a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities.

(b) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:

(1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.

(2) Provides the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.

(3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.

(4) Commits any other act of negligence or omission that proximately caused the injury, damage, or death.

(c) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine

activity under liability provisions as set forth in the products liability laws.

§ 99E 3 Warning required.

(a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.

(b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice:

"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."

(c) Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article.

Enacted in 1997.

Reviewed by AAHS in April 2001.

VOLUNTEER ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Volunteer Package of Avalon Farm (the "Organization"). I understand the policies and procedures, and I agree to comply with them. I further acknowledge that I am volunteering at-will with the Organization.

Name (Please Print)

Signature

Date: _____

Original: Volunteer File
Copy: Volunteer