



RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE (2009-2010)

**BETWEEN THE INDIVIDUAL NAMED BELOW AND
TALLY HO FARM, hereinafter known as "THIS STABLE".**
Located at 21115 Blair Rd, Conroe, Tx 77385

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AND INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE In consideration of the payment of a fee and the signing of this agreement, I the following listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates: **Monthly charges for riding lessons are to be paid in advance and are due on the 1st day of the month and a 10% late charge will be assessed after the 5th day of the month. Any check returned for "Insufficient Funds" will be assessed a fee of \$25 and a late charge unless the check is honored by the 5th day of the month.**

RIDER NAME	AGE (IF UNDER 21)	WEIGHT OVER 240# ?	HORSE RIDING EXPERIENCE (CHECK WHICH ONE APPLIES)
	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> BEGINNER (under 10 hours) <input type="checkbox"/> OVER 10 HOURS

Does this rider have any disabilities and/or special needs, which may affect his/her safety and ability to ride a horse, of which we should be aware?
 Yes No (Circle one) If "yes", how can we help this rider with his/her special needs?

B. AGREEMENT SCOPE, TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, their heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of Texas. Any disputes by the rider shall be litigated in, and venue shall be in Montgomery County, Texas. If any clause, phrase, or word is in conflict with state law, then that single part is null and void and the remaining agreement will be enforceable. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The terms "STUDENT and/or RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION I UNDERSTAND THAT: Horse back riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

D. NATURE OF THIS STABLE'S SCHOOL HORSES I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use by STUDENT RIDERS, and THIS STABLE follows a rigid safety program. However, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground, it will generally be at a distance from 3.5 to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

E. RIDER RESPONSIBILITY I UNDERSTAND THAT: Upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women not to ride horses.

F. CONDITIONS OF NATURE AND INSPECTION OF PREMISES I UNDERSTAND THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in

landscape. The rider and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.

G. **SADDLE GIRTHS/NATURAL LOOSENING** I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, then he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

H. **ACCIDENT/MEDICAL INSURANCE** I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

I. **PROTECTIVE HEADGEAR AND ATTIRE WARNING** I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. Horse handlers and riders should wear hard, smooth, full-soled boots or shoes that cover the ankle and have at least 1 inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Horse handlers and riders should wear ankle length, flexible or moderately loose fitting pants to protect legs, and riders should also consider wearing equestrian pants, breeches, or jodhpurs, which have leather inner knee/calf patches, or chaps that provide inner leg grip and added stability in the saddle.

J. **LIABILITY RELEASE** I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf(hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE.

K. **PHOTO LIABILITY RELEASE** I hereby give and grant to THIS STABLE, its successors and assigns, the right to use, with or without copyright, my name and all pictures, photographs, reproductions, transparencies, motion pictures and recordings, both video and sound, taken of or made by THIS STABLE the full freedom to retouch said pictures, photographs, reproductions, transparencies, motion pictures and/or edit the aforesaid items as may be necessary in THIS STABLE'S judgment for proper presentation and to use or cause to be used all such pictures and recordings both video and sound, for all lawful purposes for an unlimited period of time in all media throughout the world. The undersigned does hereby release THIS STABLE, its successors and assigns from any and all claims for damage of libel, slander, invasion of the right of privacy or any other claim based on the use of said material.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, & AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Spouses must sign for themselves.) _____ **DATE** _____

_____ for _____ **DATE** _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 _____ **NAME (Please Print)** _____

_____ for _____ **DATE** _____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 _____ **NAME (Please Print)** _____

Address in full: _____ Home Phone #: _____
_____ Bus. Phone #: _____