## Whipple Tree Farm

Dianne Dix Gallatin - Manager / Instructor 21423 West Bellfort, Richmond, Texas 77469

Barn Phone: (281) 344-0432 Office Phone: (281) 498-8319

Horse Lease Agreement

Full Lease				Half Half	Lease	
Horses Name		Bree	ed	Age		
Student Name:			Date of	Birth/_	_/	
Address:		City	State	Zip		
Home phone: ()	Work phone: (	_)	Cell phone: (_	)		
E-mail Address:						
(If student is under 18 AND parent / guardian address or phone #'s are different from above)						
Parent/Guardian:		Home	e phone: ()			
Address:		Busin	ess phone: ()			
City S	tateZip	Other	phone: ()			

**Full Lease:** \$375 payments are due on the first of every month. You will be responsible for Veterinary and Ferrier Bills. Horse may be ridden up to 6 days per week. Dianne still retains use of the above mentioned horse for riding instructions.

**Half Lease:** \$275 payments are due on the first of every month. You will be responsible for all Ferrier Bills. Horse may be ridden up to 3 days per week. Any Veterinary bills which result from misuse of the horse will be your responsibility. Dianne still retains use of the above mentioned horse for riding instructions.

**WARNING!!!** Horses are living, <u>unpredictable</u>, 1,000 - 2.000 pound animals that can easily hurt you without intending to! It is entirely possible that no matter how careful and cautious you are, you will eventually get hurt while riding a horse. "Hurt" can be as little as getting stepped on, to as severe as broken bones <u>or worse</u>. Almost everyone will fall off of a horse at some time or another. We have been extremely careful in the 30 plus years of giving riding instruction and so far have not had anyone get seriously injured. Yet there are no guarantees and you must realize that horse back riding is dangerous. If you are unwilling to accept these risks you should not consider horse back riding.

- 1) A hard hat must be worn at all times while on horse back. There are no exceptions. You must dismount in order to remove your hard hat (even if you just want to scratch your head).
- 2) Never ride alone! Whenever Dianne is not present, the parent or guardian who is named in the above block must be supervising your ride. This is required because they can assist in case you get injured. No jumping is allowed when Dianne is not present.
- 3) No one else may ride this horse. This lease does not give you the authority to give someone else permission to ride this horse.
- 4) Vet bills are the responsibility of the person leasing the horse. Parents, allow your child enough time to return all tack to the tack rooms; pick up and put away all items used in grooming the horse; and properly cool down and hose off the horse before returning it to its stall. Failing to properly

- cool down the horse could cause the horse to colic (Vet Bill) and possibly die. You are responsible for any expenses incurred (including replacement of the animal).
- 5) Students who are paying for riding instruction have priority in the arenas and crossties. If you wish to join a group who are receiving a lesson in one of the arenas you must ask Dianne if you may enter.
- 6) Please keep visitors to a minim. Horse riding is a dangerous sport and requires all your attention. Instruct any visitor in safety precautions prior to bringing them on the premises. Visitors are your responsibility and you are liable and at sole risk should they be injured (see GENERAL RELEASE below). We strongly insist on a 1 adult to 1 child ratio. Please keep children at a safe distance where they may observe but not come in contact with any horses. If contact is desired, schedule a lesson for the child with Dianne.
- 7) Students must continue to receive weekly riding instruction while they are leasing a horse.
- 8) No horse is allowed off the premises and must be inside the fenced property at all times. The only exception is a horse show that we transport the horse to.
- 9) Slow down and think before doing. Double check your tack for proper adjustment and unmerited wear before mounting your horse. Be aware of other horses and riders around you at all times. If you are pre-occupied with something else, ride tomorrow instead of today. Think safety! Do not be afraid to ask questions, no matter how simple or silly or complex you may think they are. Thank you for asking!
- 10) Dianne has the right to cancel this lease without advance notice or refund of any money if any of the terms of this lease are broken.
- 11) If you have any questions about this agreement talk to Dianne **before** you sign it. Sign it **only** if you understand and agree with all its rules and provisions.

## \*\*\* WARNING \*\*\* PLEASE READ CAREFULLY \*\*\*

## UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.

All reasonable efforts will be made to provide students with proper attention to insure their health and safety; however, Whipple Tree Farm, its representatives, and property owners, shall not be held liable for any accident or injury suffered during the time the above named student is located on the grounds managed by Dianne Dix Gallatin or any other location where there is an equine activity. Entry in and upon Whipple Tree Farm premises by student, parent or guardian, & invitees and guests of student or parent/guardian are at the sole risk of the student or parent/guardian. Whipple Tree Farm, its representatives, property owners, agents and employees shall be expressly released and held harmless from any damages caused by any of their negligent acts.

I have read, understand and agree to the above.	
Students Signature:	Date:
Parent/Guardian's Signature:	Date: