Welcome to Peck's Farm and Equestrian Center (PFEC)

We invite riders and their families to be a part of our extended family!

We ask that all who ride here participate to the best of their ability. Please come with a positive attitude, open mind and an excitement to learn and grow

Please read the following information carefully as it will assist us in making sure that you and your family are always safe and have a wonderful experience at our farm.

Please return to us all <u>initialed</u> and <u>Signature</u> pages in this packet. We know it is a little redundant, but we really need each page signed.

Thank you in advance for taking the time to fill out all of this packet!

PFEC Booklet Table of Contents:

- I. Booklet Cover Page: Contains Farm Point of Contact Information
- II. <u>Liability Waiver</u>: Please read carefully, initial bottom of page(s) and sign on the signature page.
- III. <u>Safety Rules</u>: Please read carefully, initial bottom of page(s) and sign on the signature page.
 - ✓ We also ask that you help your child in the home environment to memorize the rules. You can make it fun by making a copy and posting them on the fridge and working on them in the days and weeks to come.
- IV. <u>Riding Fees & Cancellation Policy</u>: Please read carefully, initial paragraph and sign on the signature page.
- V. <u>Dangerous Activity Acknowledgment</u>: Please read carefully, initial paragraph and sign on the signature page.
- VI. Application & Heath History: Please fill out completely.
 - ✓ The more information we have, the better. Do not leave out something even if you think it is minor; the more we know, the better we can assist you. Even a mild spring allergy, for example, can have an effect on a rider's ability, so we want to be aware.
- VII. <u>Signature Page</u>: Please sign all lines to show that you have read and understand the rules and policies of PFEC.
 - ✓ Copy and keep the policies pages handy somewhere so you can review them when needed.

Please return all initialed and signature pages to PFEC Personnel.

*Extra copies to keep for your records are avo	ailable upon request.	*REVISED 8/01/22	
	Initial:	Date:	

Page 3 of 13

Peck's Farm and Equestrian Center, LLC.

EXPRESS ASSUMPTION OF RISK, RELEASE OF RELIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT (Self or Minor Child)

This Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the "Agreement") is entered into by the undersigned as individuals and/or as the parents and/or legal guardians of the minor child whose name is given on the signature page (the "Minor Child"), in favor of Tamatha Peck, Kevin Peck, Peck family heirs, Peck's Farm and Equestrian Center, LLC, employees, agents and volunteers (collectively the "Released Party"). In consideration for the Minor Child being permitted to participate in Equestrian Activities, including, but not limited to riding, training, participating in instruction and/or clinics, competing, boarding and handling horses (including those classified by size as "ponies" and/or "mini horses") either at Peck's Farm, LLC or away from the premises at Equestrian related events, with or without supervision, we acknowledge and agree as follows:

- 1. Dangerous Activity: I/We acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I/We recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli, and even for no apparent reason at all. I/We understand that neither the actions of the Minor Child, nor the actions of another person or animal can necessarily be controlled, and that the Minor Child's safety and that of our horse and property cannot be guaranteed while participating in Equestrian Activities, whether during lessons, training sessions, pleasure rides or while grooming, longing, leading, or otherwise handling horses from the ground. I/We have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and chooses to participate in Equestrian Activities despite the risks.
- 2. **Assumption of Risk**: I/We understanding the risks involved, I/We voluntarily choose to allow the Minor Child to participate in Equestrian Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE NEGLIENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I/We accept full and complete responsibility for the safety of the Minor Child, ourselves, and guests or observers, our horse(s), and personal property.
- 3. Unpredictability of Cause, Personal Responsibility: I/We understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts of other persons, domesticated or wild animals, weather, ground conditions, and other causes not necessarily predictable. I/We understand that it is our responsibility and/or our Minor Child's responsibility to control the horse(s) he/she is handling or riding, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my/his/her safety and that of others.
- 4. **Personal Property**: I/We agree that we are responsible for the security of our own personal property, including horses, tack, and equipment, and that the Released Parties cannot guarantee the security of our property. Should I/We leave any personal property at Peck's Farm and Equestrian Center, LLC, I/We do so at our own risk. None of the Released Parties

- shall have any liability to us in the event of loss, damage, unauthorized use by any person other than a Released Party, or theft of any such property. I/We acknowledge that I/We need to purchase sufficient insurance to cover our own property, horse(s) and other interests at Peck's Farm and Equestrian Center, LLC; as well as at competitions and other events off the premises.
- 5. Release and Waiver of Claims: I/We on behalf of our Minor Child, ourselves, our and his/her heirs, successors in interest, guardians, legal representatives and assigns, I/WE HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORSEEN OR UNFORSEEN, THAT MAY BE SUSTAINED OR SUFFERED BY OUR MINOR CHILD, OURSELVES OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF OUR PARTICIPATION OR OUR MINOR CHILD'S PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY/HIS/HER PRESENCE AT Peck's Farm and Equestrian Center, LLC., WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section five (5) shall be deemed to release any Released Party from liability arising from their own willful injury of our Minor child or any other person or property.
- 6. **Promise Not to Bring Suit**: I/We hereby agree and promise that we, our heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either on our behalf or on the behalf of our Minor Child, for any loss or damage arising or resulting directly or indirectly from my/our Minor Child's participation in Equestrian Activities or our Minor Child's presence at Peck's Farm and Equestrian Center, LLC.
- 7. **Indemnification**: I/We agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to legal/attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of our or others' property which might result, directly or indirectly, from my/our Minor Child's participation in Equestrian Activities or by any horse owned by us or in our or our Minor Child's control; or at Peck's Farm and Equestrian Center's property.
- 8. **Invitees**: I/We agree that we will not permit, nor will we allow our Minor Child to permit any person other than the Released Parties to ride or handle our horse(s) at Peck's Farm and Equestrian Center, LLC. Unless such a person has the express permission of Tamatha and/or Kevin Peck and has executed and delivered to Tamatha and/or Kevin Peck or to the stable manager a form of this agreement and/or other applicable form(s) required by the Released Parties. I/We agree that damages to the Released Parties that may arise from a breach of our agreement under this Section eight (8) include (a) liabilities and costs arising from claims that would have been released or waived had our invitee executed the required document(s), and (b) the costs and expenses defending any such claims. I/We agree, jointly and severally, to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

- 9. Representations and Warranties: I/We hereby warrant that:
 - a) I/WE HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF OUR OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
 - b) I/WE UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE REGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I/WE UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.
- 10) Choice of Law, Jurisdiction: The terms of the Agreement shall be governed by and interpreted according to the law of the State of Connecticut, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. For the purposes of interpreting the Agreement, I/We hereby agree that services provided by the Released Parties are for the purposes of training, caring for and instructing horses and riders.
- 11) **Severability**: I/We agree that this document is intended to be as broad and inclusive as is permitted by Connecticut State law. If any portion of this Agreement is determined to be invalid, illegal, or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I/WE HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. OUR SIGNATURES BELOW ARE ACKNOWLEDGEMENT THAT WE HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO OUR SATISFACTION. WE HAVE EXPLAINED THE TERMS OF THIS AGREEMENT TO OUR MINOR CHILD AND DISCUSSED THE TERMS WITH HIM/HER.

Initial:	Date:

STABLE RULES

Safety is of the utmost importance to us, we ask that you please take these rules very seriously.

RULES FOR VISITORS/GUESTS:

- 1) For the safety of our animals, Smoking is strictly prohibited anywhere on the Peck's Farm and Equestrian Center (PFEC) property.
- 2) Please do not feed (or allow your guests to feed) our animals. Changes in their diet can cause harm or even death to our animals.
- 3) HELMETS ARE MANDITORY: Please take notice of all signs on the property and stay in visiting/viewing areas where helmets are not required. Parents and guests are welcome in the viewing room located on the right side of the indoor ring or above the outdoor ring to the left of the parking area. Please remember that movement and your presence can create a distraction for horse and rider. We ask that siblings/friends be aware of this rule especially, so as not to create an unsafe situation for anyone (i.e. yelling, screaming, running around, etc.).

4.	Please give thought to clothing items such as rain	gear and umbrellas. F	Raincoats with
	reflective material and umbrellas blowing in the	wind can cause horses	to become startled.
		Initial:	Date:

- 5. No dogs are allowed at the main barn, arenas, tacking areas or near the paddocks. If you must bring your dog, please park in the parking area closest to the road and proceed directly to street to walk on a leash.
- 6. Please ask permission before taking pictures. While we do want you to have the opportunity to have keepsake photos, the use of cameras and flashes can startle horses. Due to privacy and other legal considerations: ALL PHOTOS NEED TO BE REVIEWED BY FARM MANAGEMENT BEFORE PUBLICATION (i.e., sharing or posting on Facebook, Instagram, Vine, YouTube, or other social media outlets, etc.)
- 7. PLEASE DRIVE SLOWLY AT ALL TIMES WHILE AT Peck's Farm and Equestrian Center (PFEC). HORSES AND RIDERS HAVE THE RIGHT OF WAY AT ALL TIMES, VEHICLES DO NOT.
- 8. No guests may ride or handle horses at PFEC without prior permission from PFEC Management and signed release forms on file.

RULES FOR RIDING STUDENTS:

- 1. HELMETS ARE MANDATORY: All riding school participants must wear an ASTM/SEI approved helmet. Helmets must be worn while in the tacking area at all times, unless you have written permission by Farm Management and it is on file.
- 2. Proper riding attire is required. Clothes should fit well. Shoes/boots should have a low heel and proper laces (not excessively long). Coats should be free of any accessories dangling from them; and jewelry should be left at home, so as not to lose it or have it become damaged. No capris, sweatpants, athletic or nylon pants will be permitted.
- 3. Students may not enter the tacking area unless accompanied by an instructor or authorized personnel.
- 4. Please give thought to clothing items such as rain gear and umbrellas. Raincoats with reflective material and umbrellas blowing in the wind can cause horses to become startled.
- 5. Please ask permission from instructor before entering a ring while a lesson is in progress.
- 6. PFEC horses/ponies/mini horses are not be ridden unless in a lesson.
- 7. PLEASE DRIVE SLOWLY AT ALL TIMES WHILE AT FARM. HORSES AND RIDERS HAVE THE RIGHT OF WAY AT ALL TIMES, VEHICLES DO NOT.
- 8. No guests may ride or handle horses at PFEC without prior permission from Farm Management and signed release forms on file.
- 9. Releases must be signed and approved by PFEC Management before anyone may handle or ride any horses (including being in tacking area and paddocks).
- 10. The barn aisle, tacking and wash areas are to be kept free of grooming tools, equipment, hair and manure. Hoses must be cooled after use. Please clean up after your horse. Please do not waste water. Turn off after use and use buckets whenever possible.
- 11. Please notify PFEC Management of any necessary repairs, maintenance, needed supplies or problems by leaving a note on the memo board in the main office/viewing area. Concerns and questions should be directed to PFEC Management.
- 12. PFEC hours are from 8:00 AM to 6:15 PM Monday thru Saturday. Please make sure you leave the premises at closing time. If you are last to leave, please be sure that ALL lights and water are turned off. There are currently no lessons on Sunday.

- 13. Please do not leave any horse unattended in tacking area, in any arena or loose on the facility grounds.
- 14. Jumping is ONLY allowed as approved by PFEC Management.
- 15. No one including boarders or students is allowed to take hay, grain, or bedding without permission and payment.
- 16. All cancellations for horse show entries and arrangements for horse show accommodations are non-refundable.
- 17. Please arrive 10 minutes before your lesson and check in at the office. Late arrivals will end at the designated riding times; instructors, volunteers and horse schedules are prearranged.

GROUP DISCOUNTED LESSONS:

- 1. Come on a specific day and time every week for one or more calendar months; enrollment is ongoing.
- 2. One make-up lesson per month, not including changes made by PFEC due to weather.
- 3. TEXT MESSAGE the farm by 9:00 AM on the day a lesson will be missed; or a minimum of three (3) hours before your scheduled lesson.
- 4. Any lesson missed without notification will be forfeited, there are no make-ups for missed lessons.
- 5. PFEC will email or text to cancel one (1) hour before the lesson if the farm needs to make changes.
- 6. Pay the weekly rate for lessons in a given month if you know ahead of time that you will be missing two (2) or more weeks.
- 7. Schedule make-up lessons at the time of cancellation (make-up sign-up sheet located on the parent/student info board located in the main office/viewing room) "No shows" and multiple makeups will not be rescheduled.
- 8. In the event of your regular instructor being unavailable, a substitute may be used.

Please make sure that you have read the above rules **VERY CAREFULLY** and **FULLY UNDERSTAND** them. Should you have any questions regarding the above, do not hesitate to ask.

We retain the services of paid instructors and equine instructors based on our level of enrollment one month in advance. The maintenance of our horses is also a factor regarding enrollment. It is crucial to the success of all of our students and horses that notification of changes and/or cancellations is made immediately to PFEC Management.

If you are aware that you or your child will not be able to attend in part or whole, the regularly scheduled lessons for a particular month (see #6 above) and PFEC Management is not notified, you will be required to pay your tuition.

PFEC makes every effort possible to accommodate all needs and situations and we do understand that unforeseen circumstances do arise. We simply ask that you make every effort to communicate with us.

Initial:	Date:	

Please understand that enrollment is ongoing. If the farm is not notified before the beginning of the next month please understand that you will be billed for your lesson spot.

RIDING FEES AND CANCELLATION POLICY

Our instructors and horses are reserved for lessons, no shows and lesson cancellations made less than twenty-four (24) hours in advance are subject to payment in full. **Please note that there is a \$10.00 late fee (administrative fee) for payments not made on or before the day of services.

Lessons fee schedule is as follows:

Private Half-hour: \$55.00 per week per half-hour

-Riders that require an instructor, leader and/or side-walker (2 or more staff members) is \$65.00 per ½ hour

Private Hour: \$70.00 per week per hour

Semiprivate/Group Hour: \$55.00 per week per hour per person

Discounted Group hour or Private ½ hour lessons (Independent Riders): \$200.00 per calendar month *(four (4) prescheduled lessons per month)

Therapeutic Sessions: rates begin at \$65.00 and up *(inquire within)

-Riders that require an instructor, leader and/or side-walker (2 or more staff members)

Discounted Group Therapeutic Sessions: inquire within *(four (4) prescheduled sessions per month)

Horse Training Sessions: Available upon request.

DANGEROUS ACTIVITY ACKNOWLEDGEMENT

I/We acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I/We recognize that even the best trained horses can and often do react rapidly an in unpredictable ways to a variety of stimuli, and even for no apparent reason at all. I/We understand that neither the actions of the Minor Child, not the actions of another person or animal can necessarily be controlled, and that the Minor Child's safety and that of our horse and property cannot be guaranteed while participating in Equestrian Activities, whether during lessons, training sessions, pleasure rides or while grooming, longing, leading or otherwise handling horses from the ground. I/We have discussed these risks with the Minor Child who ovtant r

tivities despite the risks.		
Activities despite the risks.	Initial:	Date:
PHOTO RELEASE		
<u>Please check one:</u> □ I DO □ I DO NOT		
Consent to and authorize the use and reproduction by F of any and all photographs and any other audio/visual material, educational activities, and exhibitions or for a program.	materials taken	of me for promotional
Signature:	1	_Date:
(Client, Parent, Legal Guardian,	<u>/</u>	
	Initial:	Date:

Authorization for Emergency Medical Treatment

In the event 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 PECK'S FARM AND EQUESTRIAN CENTER, LLC to:

medical transport/treatment.	equest to the authorized individu	ual or agency involved in the emergency
Client's Name:		D.O.B:
Phone:		
Street Address:		
City, State and Zip:		
Any medication allergies? If YES,	, please list:	
In the event of an emergency, con	tact:	
Name:	Relation:	Phone:
Name:	Relation:	Phone:
person(s) above is unable to be rea Consent Signature: Signature	(Client, Parent, Legal Guardia	Date:n)
process of receiving services or w ☐ Parent or legal guardian will r	hile being on the property of the emain onsite at all times during	
Non-Consent Signature: Signature	(Client, Parent, Legal Guardia	Date:

Initial: Date: ____

Please fill out and return this page to the farm.

WE HAVE READ THE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMITY AGREEMENT (self and/or minor) AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. OUR SIGNATURES BELOW ARE ACKNOWLEDGEMENT THAT WE HAVE HAD AN OPPORTUNITY TO CAREFULLT READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO OUR SATISFACTION. WE HAVE EXPLAINED THE TERMS OF THIS AGGREEMENT TO OUR MINOR CHILD AND DISCUSSED THE TERMS WITH HIM/HER.

Signature:	Date:
Print Name:	Relation:
OR	
Signature:	Date:
Print Name:(Father/or Legal Guardian)	
Signature:	Date:
Print Name:(Mother/or Legal Guardian)	
Print Name of Minor Child:	
Address:	
Telephone Number:	
By signing below, you agree to abide by the state questions regarding the stated rules, please do not	· · · · · · · · · · · · · · · · · · ·
Parent/Legal Guardian Name:	Signature:
Student's Name:	Signature:
Date:	
By signing below, you agree that you have read a DISCOUNTED LESSON RATE" Rules and sta	
	Date:
Signature (Client, Parent, Legal Guardian)	_
Signature (Client, Parent, Legal Guardian)	Date:
	Initial:Date:

Please fill out and return this page to the farm.

DANGEROUS ACTIVITY ACKNOWLEDGEMENT

I/We acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risk of property damage, personal injury and even death. I/We recognize that even the best trained horses can and often do react rapidly an in an unpredictable ways to a variety of stimuli, and even for no apparent reason at all. I/We understand that neither that actions of the Minor Child, nor the actions of another person or animal can necessarily be controlled, and that the Minor Child's safety and that of our horse and property cannot be guaranteed while participating in Equestrian Activities, whether during lessons, training sessions, pleasure rides or while grooming, longing, leading or otherwise handling horses from the ground. I/We have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and choose to participate in Equestrian Activities despite the risks.

Parent/Legal Guardian Name:	
Signature:	Date:
Student/Client Name:	
Signature:	Date:
I have read the "RIDING FEES AND CANCE prices and policies.	LLATION POLICY" and agree to follow these
Parent/Legal Guardian Name:	
Signature:	Date:
Student/Client Name:	
Signature:	Date:
I agree to keep Peck's Farm and Equestrian (information.	Center updated on any changes in my contact
Signature:	Date:
Current Phone Number:	
Current E-Mail Address:	
	Initial:Date:

Participant's Application & Health History

GENERAL INFORMATION Participant: DOB: _____ Age: ____ Height: ___ Weight: __ Gender: M F Address: Phone: Email: Alternative #: Employer/School: Parent/Legal Guardian: Caregivers: Address (if different form above): _____ Phone: Referral Source/Phone: How did you hear about our program? **HEALTH HISTORY** _Date of Onset: _____ Diagnosis: Please indicate current or past special needs in the following areas: Y N Comments Vision Hearing Sensation Communication Heart Breathing Digestion Elimination Circulation Emotional/Mental Health Behavioral Pain Bone/Joint Muscular Thinking/Cognition Allergies/Asthma Food Restrictions Heat Stroke

Initial:_____Date: ____

MEDICATIONS (include prescription and over-the-counter, name, dose and frequency)
Describe your abilities/difficulties in the following areas (include assistance required or equipment needed):
PHYSICAL FUNCTION (e.g., mobility skills such as transfers, walking, wheelchair use, driving/bus riding)
PSYCHOSOCIAL FUNCTION (e.g., work/school including grade completed, leisure interes relationships-family structure, support systems, companion animals, fears/concerns, etc.)
GOALS (i.e., why are you applying for participation? What would you like to accomplish?
Signature:Date:
Initial: Date: