

## GENTLE HOOVES RIDING ACADEMY

I, (Parent/Guardian) \_\_\_\_\_ have signed up with Gentle Hooves to provide, (Student Name) \_\_\_\_\_ Horsemanship Classes.

### Age Restrictions:

Riders aged 4 (four) years old and above are welcome. Riders between the ages of four (4) and ten (10) years old will receive a thirty (30) minute lesson, while those eleven (11) years and older will have a one-hour lesson.

### Weight Restrictions:

Gentle Hooves adheres to the AAEP Principles of Equine Health Care and follows our veterinarian's recommendations in horse care. **According to these principles, a horse can safely bear up to 20% of its body weight, inclusive of equipment, with proper balance. In line with this, we impose a rider weight limit of 180 pounds, ensuring riders possess the necessary core strength to maintain consistent and safe posture in the saddle.** To uphold our horses' well-being, we reserve the right to weigh riders at our discretion. Should a rider struggle to sustain balanced riding throughout a session, we retain the right to end the session. It is important to note that any payments made for a session or future sessions will not be refunded if a rider is removed due to weight restrictions or an inability to maintain balance. \_\_\_\_\_ (initial here)

### Payment, Deposit, Scheduling, Cancellation, and Makeup Policies:

**To secure a rider's slot, a non-refundable deposit of \$100.00 is required. This deposit is essential for reserving a rider's designated time and day. It's important to note that the deposit does not contribute towards the cost of lessons.** A rider's first lesson will not be scheduled until the deposit and completed paperwork have been received by Gentle Hooves. \_\_\_\_\_ (initial here)

Horsemanship class fees must be fully paid at the beginning of each class. The class cost varies based on length and type, with a one-hour class priced at \$60.00 and a 30-minute class at \$30. Payment must be made in cash, a check payable to Gentle Hooves, or through Venmo (@Misty-Baker-37).

All payments are due on the scheduled ride day, which are scheduled weekly. **Failure to make timely payments will result in the immediate suspension of classes and missing two (2) consecutive classes without a twenty-four (24) hour written notice will lead to the forfeiture of the scheduled time.** Payment for missed classes must be made with cash, Venmo, or cashier's check before rescheduling. \_\_\_\_\_ (initial here)

If a class cancellation is necessary, a twenty-four (24) hour written notice is required to reschedule without penalty. \_\_\_\_\_ (initial here)

I acknowledge that if a payment is returned for insufficient funds that I will incur a \$35 fee for the first occurrence and \$50 for the second, in addition to any missed session fees. **These fees,**

**along with the session fee(s), must be paid via Venmo, cash, or cashier's check before rescheduling sessions. Gentle Hooves will only reschedule after ensuring the rider's account is current.** \_\_\_\_\_ (initial here)

I understand it is my responsibility prior to entering the arena to inform the instructor of any new medical or physical problems which may impact my safety or ability to perform correctly during my scheduled class time. I understand that class times are planned and that I need to be on time. **If I am late more than 15 minutes from my scheduled time, my mount will not be available, unless I have made prior arrangements. I further understand that even if I am late the time for ending the class will remain as scheduled. All approved make-up classes are at the discretion of the riding instructor; if time does not permit the class will not be rescheduled or refunded.**

#### **Conduct on Property and Removal Procedures:**

I understand that proper attire must be worn which is to be pants, shirt, shoes/boots with a closed toe/closed heel. I further understand that Gentle Hooves riding instructors reserve the right to discipline a rider. Some examples of reasons for disciplinary actions: disruption to lesson, behavior problems that are unacceptable or unsafe, sexual comments and conduct, disrespect to instructor, horses, other students and /or volunteers, failure to follow program stated policies, rules, or instructions, etc. I further understand that Gentle Hooves riding instructors reserve the right to release a rider due to unsafe situations, physical stress to the rider or horse resulting from riding and/or any safety/medical problems that may arise. **This type of release from the program will result in NO refund of unused lesson time.** Rider's information files will be held in confidence and only shared when necessary to assure the safety of a rider in a lesson or during an official incident review.

#### **"Warning" under Kentucky 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.**

I am aware of the inherent risks of horseback riding and being in the area where horses are present. I further understand that I must be careful while on the property of Gentle Hooves and particularly while horses are being handled. Gentle Hooves cannot and does not assume any liability for accidents, injury, or death to person or persons.

#### **KRS 247.401 – 247.4029**

The General Assembly finds that activities involving the use and exhibition of farm animals are engaged in by a large number of citizens of Kentucky and that these activities also attract to Kentucky a large number of nonresidents, significantly contributing to the economy of Kentucky. Since it is recognized that there are inherent risks in working with, exhibiting, and using farm animals which should be understood by participants in farm animal activities and which are essentially impossible for owners of farm animals or sponsors of farm animal activities to eliminate, it is the purpose of KRS 247.401 to 247.4029 to define the areas of responsibility and affirmative acts for which activity sponsors, professionals, and participants shall be

responsible, to specify risks of injury for which activity sponsors, professionals, and participants shall not be responsible, and to specify areas of responsibilities of farm animal participants. Therefore, the General Assembly determines that to preserve and promote the long Kentucky tradition of activities involving farm animals and the health and safety of the citizens of Kentucky and visitors to the Commonwealth of Kentucky, KRS 247.401 to 247.4029 are necessary to instruct persons voluntarily engaging in farm animal activities of the potential risks inherent in the activities.

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

**I further have reviewed and understand the content of Kentucky Liability Law, KRS 247.401 which is posted at pasture/arena entrance gate, barn, or riding entrance, and understand KRS 247.4029. Likewise, I accept full responsibility for friends, family and visitors accompanying me on Gentle Hooves property. \_\_\_\_\_ (initial here)**

**Lesson/Horsemanship Policy Standard:**

A lesson will consist of basic horsemanship, safe handling, some groundwork, grooming, tacking, and riding. The riding instructor additionally has the responsibility of safety for all riders, volunteers, and horses always so therefore, the instructor has the right to deviate from the above outline when safety is a concern. Example: The class could consist of barn management-classroom activities, grooming, tacking, types of tack, tack cleaning, etc. and may not include riding time.

**Guidelines for Conduct: Parents, Riders, and Guests at Gentle Hooves Lesson Times**

**Pick up, drop off and observation times:**

- Parent/Rider waiting area is located at the main barn entrance.

**Observation of Riding Portion:**

- During mounting, dismounting and groundwork sit quietly in the parent/rider waiting area.
- All riders are to wait until instructor comes to escort them. The only people who are to be in the arena are the instructors and riders that are getting ready to ride in the current session.
- If you need to speak with the riding instructors about medical or physical problems which may have a safety implication for the current class, please do so upon arrival at the beginning of our class.
- Riders, family, guests, etc. are NOT permitted to bring pets on property.

**During Riding Portion:**

- While the riding portion of our class is in progress all parents, family members and guests who are present must stay outside of the arena. You may only enter the arena if prompted by an instructor or volunteer.
- NO loud noises, (clapping, door slamming, loud talking/laughing, yelling, calling to riders, etc.)
- NO umbrellas or flash cameras while horses are present.
- NO ball playing, tag games, or fast type of movement games allowed before, during or after ride times.

**After Class:**

- After class each rider will be returned to their parent, guardian, or ride.

**Disciplinary Policy:**

Gentle Hooves disciplinary policy has been developed to ensure a safe environment, conducive to learning for all riders in our programs. Therefore, Gentle Hooves has the right to discipline a rider, parent/guardian, and or volunteer.

1. First offense, if this is a rider; he or she will be removed from the horse.
2. Second offense, if a rider, he, or she will be dismissed from the riding class for the day without a refund for any remaining lesson time.
3. Third offense is the final warning. The rider will be removed from the horse and suspended from further classes with Gentle Hooves and there will be NO refund of unused classes.
4. If the offender is a parent, guardian, or volunteer, they will follow the same disciplinary policy and can be removed from the program permanently on the third offense; in the case of a parent or guardian this will include the rider.
5. Any rider or parent, guardian, or volunteer can be dismissed permanently based on the discretion of the riding instructor or director of Gentle Hooves without three (3) warnings if offense warrants.

**General Rules and Rider Termination Policy:**

- All gates and stall doors to be kept closed.
- No entry into feed/hay storage areas without permission
- No climbing, sitting, or standing on stall doors, fences, or gates (this includes the riding ring).
- NO smoking or vaping!
- Absolutely NO alcohol or drugs are permitted on property.
- You are responsible for your friends and visitors conduct and safety while on the property of Gentle Hooves.
- No running around horses or riding areas
- All trash to be disposed of in trash barrel.

- No horses to be handled in or out of the stalls without supervision, if needed.
- Always respect others when speaking or socializing.
- Always respect your horse!!!

I acknowledge that I have read and understand the above release and the policies and rules of Gentle Hooves which I agree to abide by in total. \_\_\_\_\_ (initial here).

I further understand that if any of the Gentle Hooves policies or rules are not adhered to, the Program Director at Gentle Hooves has the right to remove me from the program and there will be no refund of monies paid remaining for lessons/horsemanship classes. I acknowledge that a rider, parent, guardian, sibling, visitor, or volunteer will be immediately discharged from the Gentle Hooves Program for ANY conduct deemed inappropriate by the Program Director or Instructor. \_\_\_\_\_ (initial here).

**Rider Information:**

Student Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Print Name: \_\_\_\_\_

My Child will be participating in: Mark all that apply:

Individual Classes \_\_\_\_\_. Weekly \_\_\_\_\_. 1 hour \_\_\_\_\_. 30 minutes \_\_\_\_\_.

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

Rider Birthdate: \_\_\_\_\_ If Minor, Rider Age: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Will you receive text and/or email communication about class times/changes? YES. NO

Emergency Contact: \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship \_\_\_\_\_

Are there any medical conditions that the Program Director/Instructor needs to be aware of that could create a risk of injury, (Allergies, physical limitations, emotional or mental health issues, etc.). YES. NO

If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

Please follow us on Facebook at Gentle Hooves Riding Academy, for quick updates on classes/lessons and updates for weather or hazardous conditions reports.

### **Gentle Hooves Release to use Images:**

I, the undersigned, hereby grant Gentle Hooves permission to use, adapt, modify, reproduce, distribute, publicly perform and display, in form now known or later developed, my image or visual likeness, (the personal information) throughout the world, by incorporating it or them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, videos, and or other media on line or commercial, informational, educational, advertising, or promotional materials relating hereto.

I release, and hereby agree to indemnify, defend, and save harmless Gentle Hooves, its agents, employees, licensees, volunteers and assigns (collectively, "Release Entities") from any and all claims I, or any third party, may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, exploitation, reproduction, adaptation, distribution, broadcast, performance or display of the Personal Information.

I waive any right to inspect or to approve any Works that may be created using the Personal Information and waive any claim with respect to the eventual use to which the Personal Information may be applied. The Personal Information may be used at Gentle Hooves' sole discretion, alone or in conjunction with any other material of any kind or nature except that Gentle Hooves will not use the Personal Information for any criminal or illegal purposes or in any manner inconsistent with community standards of decency.

I understand and agree that Gentle Hooves is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials. I also understand that I (or my child) will not receive payments for any use of the Personal Information.

I am of full legal age and have read this release and am fully familiar with its contents. By their signature below, a minor's parent(s) or legal guardian(s) indicate on behalf of their minor child, their full and unqualified consent to the terms of this Release to Use Image.

Name: \_\_\_\_\_

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

Name of Parent(s)/Guardian(s) if minor:

\_\_\_\_\_

Signature of Parent(s)/Guardian(s) if minor:

\_\_\_\_\_

Phone: \_\_\_\_\_

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

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