BARN RULES

1. All riding, handling, walking near or around horses is done at YOUR OWN RISK.

2. Smoking or vaping of any kind is prohibited on the property.

3.Instructors should go with students to the field to get lesson horse if lesson student is under the age of 12.

4. Be respectful of the yard around the house and other grassy areas not inside of the pastures.

5. Please make sure you turn off the light in the bathroom when you are finished.

6. At night the cats are put in the viewing room for their own safety. Please do not let them out once they are in there for the night.

7. Halters need to be removed from the horses in the pasture and in the stall for safety reasons.

8. No horse is to be left unattended when on cross ties, in wash stalls, or tied in the stall. If crossties are broken for ANY reason, they need to be replaced. Where cross tie attaches to the wall ring there MUST be bailing twine. Please clip cross ties back up when finished.

9. ASTM/SEI Helmets are required at all times when riding.

10. There is to be no riding in the barn aisleways.

11. Any unnecessary reprimanding of any kind to a horse such as abusive spurring, gross neglect, harmful training methods, or injury by drug intake will not be tolerated at this establishment.

12. The equipment in the ring NEEDS TO BE REPLACED if it gets broken- this includes, but is not limited to: jump poles, cavalettis, jump standards, lunge line, mounting block, arena fencing, etc.

13. Please remove manure from aisleways, wash stalls, driveway, outdoor and indoor rings.

14. Only the owner of the horse may ride the horse. If the owner wishes to have another person ride their horse, they need to complete the appropriate paperwork. This can be obtained by asking Stable owner. This does not apply to horses in the lesson program with approved Windswept Acres2 LLC instructors. There is to be no regular riding of your horse by another individual in exchange for money unless prior written approval from Stable.

15. Please lock the tackroom when you are finished putting your items away. During the winter months (when horses are in at night and out during the day) please close the end doors and indoor doors to keep the heat in.

16. If you use one of the hoses provided, please disconnect it when the temps will be dropping below 35 degrees Fahrenheit.

17. Any concerns and requests must be addressed directly with Jamie Gilbert-Kulp.

18. Be respectful of other boarders and the property belonging to other boarders.

19. Fighting, gossiping, and general poor behavior will not be tolerated.

20. Please turn off all lights (indoor, aisleway, viewing room, etc) when not in use.

Thank you!

Windswept Acres2 LLC

Owner Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_

Windswept Acres2 LLC

RELEASE and ASSUMPTION OF RISK

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby acknowledge that I have voluntarily chosen to participate in or observe the activity of horseback riding with Windswept Acres2 LLC

 (“WSA”). I understand that participating in or observing the activity of horseback riding, as well as grooming, feeding, walking near, failure to follow rules is a high-risk undertaking, and that my participation or observation of this activity is wholly at my own risk. I understand that being at WSA involves all inherent risks associated with horses, including the propensity of horses to behave in ways that may result in injury to person and property. The dangers and risks include, but are not limited to, death, serious bodily injury, including neck and spinal injury which may result in complete and partial paralysis, brain damage or impairment to other aspects of the body, general health and well-being, and the future ability to earn a living, engage in other business, social and recreational activities, and generally to enjoy life.

WSA has put in place preventative measures to reduce the spread of COVID-19: however, WSA cannot guarantee that I will not contract COVID-19. If a family member or myself has any symptoms or has tested positive for COVID-19 I will refrain from coming to WSA. I understand that attending this facility, despite the preventative measures, may put me at a risk for contracting COVID-19.

 I hereby release, indemnify and hold harmless WSA, it’s officers, directors, owners, Jamie L. Gilbert Kulp, Ken Zimmerman, their respective agents, employees, and family members (collectively the “released parties”) from and against any and all liabilities, losses, injuries (including personal injury, death, and property damage) costs, demands, suits, judgments, claims or expenses including without limitation, attorney fees (collectively “liabilities”) that rider, parent, student or other family member or agent thereof may incur or suffer as a result of any action or inaction, or negligence, by any of the Released Parties or as a result of the rider’s observation of or participation in the instruction and activities embodied in the program of horsemanship, or as a result of the condition and use of property, equipment, premises or services of any of the Released Parties.

By signing below, I further acknowledge that I had the opportunity to review this Release and Assumption of Risk with an attorney or advisor of my choice and I acknowledge seeing two (2) posted signs relating to the Equine Activity Immunity Act.

READ, UNDERSTOOD AND AGREED TO this \_\_\_\_DAY OF \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant or Parent (if minor) Signature Name of Participant or Minor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant or Parent (if minor) Address