



Whistling Dixie Farms, LLC.

3880 16th Ave NE, Naples, FL 34120

(239)571-9566

Lesson Contract and Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOU or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY. WHISTLING DIXIE FARMS, LLC. DOES NOT GUARANTEE YOUR SAFETY. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: _____ initial

In consideration of the payment of a fee and the signing of this agreement, I, the rider or the parent of the minor(s) listed on this registration form, do hereby voluntarily request and agree to my or my child(ren)'s participation, at Whistling Dixie Farms, LLC., and that this RIDER will either ride his/her own horse, or facility horse provided by Whistling Dixie Farms, LLC. for instructional purpose today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: _____ initial

This agreement shall be legally binding upon the registered RIDER and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of State of Florida and Collier County. Any disputes the rider shall be litigated in, and venue shall be in Collier County. If any clause, phase or word is in conflict with the state law, then that single part in null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding otherwise handling of horse or ponies, whether from ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I" shall herein refer to the student or parent of the registered student.

C. ACTIVITY RISK CLASSIFICATION: _____ initial

I understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in stay at U.S. hospitals. Related injuries CAN BE severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF WHISTLING DIXIE FARMS, LLC. HORSES: _____ initial

I understand that Whistling Dixie Farms, LLC assigns their lesson horses for their calm dispositions and sound basic training and tries the best of their ability to match a horse to the riders skill level. Yet, no riding horse is completely safe. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than human. If a rider falls from horse to ground it will generally be a distance from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another 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, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting or running from any perceived danger. **In addition, I understand that in a riding arena, that there are such things are jumps, hot wired fences, rocks, poles, and such things of nature that could be in the way during a fall that is not the fault of Whistling Dixie Farms, LLC.**



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E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: _____ initial

I understand that Whistling Dixie Farms, LLC 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; irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. I have inspected Whistling Dixie Farms, LLC facilities and am satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon Whistling Dixie Farms, LLC.

F. SADDLE GIRTH/NATURAL LOOSENING: _____ initial

I understand that Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, 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.

G. ACCIDENT/MEDICAL INSURANCE: _____ initial

I understand that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

H. APPROVED PROTECTIVE HEADGEAR IS REQUIRED: _____ initial

I understand that in consideration of Whistling Dixie Farms, LLC allowing myself or my child's participation in these riding activities, under the terms set forth herein, I, the rider or the parent, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Whistling Dixie Farms, LLC, its owner, trainers, Instructors, interns, agents, employee, volunteers, officers, directors, representatives, assigns, members, owners of premises and trails affiliated organization 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, due to Whistling Dixie Farms, LLC's and/or IT'S ASSOCIATES ordinary negligence; and I, the rider or the parent, do further agree that in the event of Whistling Dixie Farms LLC's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against Whistling Dixie Farms LLC and IT'S 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 Whistling Dixie Farm LLC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Whistling Dixie Farms, LLC, or participating in any of its associated activities, whether on or off the premises of Whistling Dixie Farms, LLC.

J. RIDER RESPONSIBILITY: _____ initial

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 depends upon his/her ability to follow simple instructions, his/her ability to remain balanced aboard the moving animal, and the adherence to Whistling Dixie Farms, LLC's safety instruction whether written or oral, which I agree to inquire about and learn before engaging in or continuing with any riding activity. It is the responsibility of the RIDER or parent/guardian to inform Whistling Dixie Farms, LLC of the riders current riding experience, skill level and concerns prior to participating in each and every equine activities with Whistling Dixie Farms, LLC,



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K. **PHOTO RELEASE:** _____ initial

I will give Whistling Dixie Farms, LLC permission to photograph or take videos of RIDER taken at Whistling Dixie Farms, LLC or at functions for physical display or display on social media or website, promotions, and/or advertising. If a RIDER is a Minor, parent or legal guardian grants permission.

L. **Guests and Spectators:** _____ initial

I understand that any guests or spectators are welcome on property, however Whistling Dixie Farms, LLC is not responsible for their safety, injuries, or death. Guests and spectators must be respectful of the property and may not be allowed in the riding area, not allowed to hang on fence, lead the horses, ride the horses and must be aware there is an electric fence that is on at all times. Same rules for riders applies to guests and spectators visiting the property.

M. **SEVERANCE:** _____ initial

Julie and Joshua McFalls and Whistling Dixie Farms, LLC reserves the right to deny any activity at any time for any reason as they deem unsafe or detrimental to the Rider, the horse, the facility or the instructor.

FEE'S: _____ *initial*

Fee's are due monthly and will be paid in advance of the month of the actual first lesson

Payment methods: Cash, Check, Paypal or Venmo. Checks made payable to Julie McFalls. Returned check fee \$25

Agreed upon fee: _____

TIMES: _____ *initial*

Lesson will take place as scheduled every week, day and time as agreed upon by both parties and noted below:

Scheduled Week: _____

Scheduled Day: _____

Scheduled Time: _____



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Cancellations: _____ *initial*

Any cancellation of a scheduled lesson or appointment requires at least a 24 hours notice either in person, phone or text. If rider fails to provide this notice, Julie or Joshua McFalls reserves the right to retain payment for that lesson as a cancellation fee and a makeup lesson will not be given. Rider arrival later than 15 minutes past a scheduled lesson time may be considered a cancellation. Julie and Joshua McFalls reserves the right to retain payment for that lesson as a cancellation fee and a makeup lesson will not be given. Julie and Joshua McFalls and Whistling Dixie Farms, LLC reserves the right to cancel a lesson at any time for any reason they consider to be unsafe or detrimental to the rider, the horse, the facility or the instructor . In this case, a make up lesson will be discussed.

Weather: _____ *initial*

If lessons are to be cancelled or delayed due to weather, Julie and Joshua McFalls will contact the Rider or parent/guardian of the Rider and makeup sessions will be discussed at that point. Rider is NOT to assume that a lesson is cancelled due to weather without consulting with Julie or Joshua McFalls in person, phone or text and an agreement is made between both parties. Otherwise Julie and Joshua McFalls reserves the right to retain the payment for that lesson as a cancellation fee.

Rider Signature or Guardian Signature (If Rider is Minor)

Date

Rider is 18 or older Rider is UNDER 18 MINOR DOB: _____

Rider Name: _____ Parent Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Phone Number: _____

Emergency Contact Name: _____ Phone Number: _____

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OFFICE ONLY:

Whistling Dixie Farms, LLC or Instructor Signature

Date

Notes: