

# Old Wire Stables

## Riding Lesson Agreement / Indemnity and Enrollment Form

Please read carefully before signing and sign where required

### A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:

In consideration of the payment of a fee and the signing of this agreement, I the following listed individual, and the parents or legal guardians thereof if a minor, do hereby agree to receive from Old Wire Stables and instructors a session of horse handling and/or riding instruction on a horse and equipment provided by and Old Wire Stables.

STUDENT NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ Birthday: \_\_\_\_\_

EXPERIENCE: (check one)  Beginner  Intermediate  Advanced

Allergies, medications, needs care, etc. \_\_\_\_\_

Does the student have any physical or mental health conditions, problems and/or disabilities which may affect his/her ability to ride a horse? (check one)  NO  YES If "yes" describe in detail: \_\_\_\_\_

Emergency contact #1: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to student:  Parent  Guardian  Other (explain) \_\_\_\_\_

Emergency contact #2: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to student:  Parent  Guardian  Other (explain) \_\_\_\_\_

### B. AGREEMENT SCOPE, TERRITORY AND DEFINITIONS:

This agreement shall be legally binding upon "OLD WIRE STABLES" herein refers to the legal business entity Old Wire Holdings, LLC, and the student rider, and the parents or legal guardians thereof if a minor, and it shall be interpreted according to the laws of the great State of Florida and Columbia County. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase, or word is in conflict with Florida State Law, then that single part is null and void. The term "HORSE" herein shall refer to horses provided by Old Wire Stables within this agreement. The term "RIDER" shall herein refer to the listed rider on page 1 of this agreement who rides, handles, or comes near the HORSE. The term "INSTRUCTOR" shall herein refer to instructor listed on page 1 of this agreement. The term "LESSON" herein shall refer to ground and mounted instruction given to the rider by the instructor in exchange for money or an agreed upon barter. The terms "I", "ME", "MY", shall herein refer to the above listed rider and the parents or legal guardians thereof if a minor.

### C. ACTIVITY RISK CLASSIFICATIONS:

I, \_\_\_\_\_, understand horseback riding is classified as a rugged adventure recreational 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 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries on other activities. I/WE further understand that applicant/s may have mounted or ground lessons that may encounter one or more of the following but not limited to: woods, rough terrain, hills, water, jumps, traffic, wild animals, and other horses.

### D. NATURE OF STABLE HORSES:

I, \_\_\_\_\_, understand the instructor follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of from 3.5 to 5.5 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 another much larger, stronger prey animal with a mind of its own and each has a limited understanding of each 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 short; changing directions or speed at will; shifting its weight; rearing; bucking; kicking; biting; or running from danger.

### E. TERMS OF PAYMENT AND FEES:

- Lessons are to be paid in advance or on the last riding session attended each month.
- Payments are made to the assigned instructor and may be remitted via cash, check, Pay pal, Venmo, or Apple pay.
- Payments are nonrefundable and valid the for days/times scheduled (See absentee and re-scheduling policy).
- Lessons are weekly, paid on a monthly basis and are scheduled per student on the agreed upon day(s) and time(s).

### WARNING

**Under Florida 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 from the inherent risks of equine activities.**

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- December riding lesson fees are payable as per normal payment rules as lessons to be missed while the riding school is closed will be caught up in advance.

### F. ABSENCES AND RESCHEDULING:

- In the event of inclement weather, such as heavy rainfall and lightening, the lesson can be rescheduled at the instructor's discretion to the nearest available date and time, subject to availability. Students are welcome to still attend their scheduled time and have an unmounted lesson.
- In the event there are no open dates/time slots for the rescheduling of an inclement weather event, the lesson time will be credited to the following month's lesson payment plan.
- In the event of an emergency or sickness, please call to cancel the riding lesson as soon as parent/student is aware they will not be able to attend the lesson. Doing so prevents the riding instructor from wasting time and resources. Payment is forfeit.
- In the event a student needs to reschedule a lesson due to illness, injury or emergency, it is at the discretion of the riding instructor and their availability. Instructors can make an attempt to reschedule a lesson but understand if the riding program is full, there may not be available slots to make up a lesson and the student forfeits payment.
- Rescheduling is subject to availability of the riding instructor and at their discretion. In the event there are no available dates/times to reschedule, the student forfeits their lesson time and payment.
- Students or parents/guardians are asked to call to cancel a lesson at least 24 hours in advance. Payment is forfeit regardless of cancellation or no show.
- Do not send an email, text or Facebook message to cancel a lesson. We cannot guarantee we will receive your message prior to the lesson. Only phone cancellations will be considered for excused absences and make up lessons.
- Lessons are scheduled out monthly and paid in full and up front. No refunds or transferring of lesson fees is permitted.
- Lesson fees are non-refundable. Students pay for their day(s)/time(s) so it is theirs to use or forfeit.

Please understand that riding instructors earn their income from their instructional time. Instructors show up and spend their time scheduling lessons, preparing lesson plans and ensuring the instructional area as well as the horses are properly prepared. Cancellations without proper notice and unreasonable expectations of rescheduling are the equivalent of lost income for instructors. We certainly would not expect you to show up only to be told you have to reschedule costing you time, your fees and resources. We appreciate the same respect in return.

### G. PUNCTUALITY:

- Students understand that lesson times are planned and they (students) need to be on time. OWS aims to be on time however with animals there is an element of unpredictability. If the lesson is started late due to OWS, the lesson time will remain as planned. Reasonable efforts will be made by the riding instructors to ensure students receive their instructional time due.
- If the student is more than twenty minutes late for their scheduled lesson time, they will not be permitted to participate in the lesson unless otherwise agreed upon and it will be considered an unexcused absence and time and payment forfeited unless prior notice and arrangements were made with the respective instructor.
- Student understands if they are late, the time for ending the lesson will remain as scheduled, if the lesson commenced late. If OWS can accommodate an extension, we will reasonably try to do so but not at the expense of other students or hard times kept by the stable, e.g., feed up.
- The only condition for extending a student's lesson time is if the riding instructor is not present at the scheduled lesson time.

### H. INSTRUCTORS AND PONIES/HORSES:

- Student understands OWS reserves the right to substitute a riding instructor in the event their regularly scheduled riding instructor is unable to be present at the lesson.
- Student understands it is their responsibility prior to entering the lesson area to inform the riding instructor of any new medical or physical problem(s) which may impact their safety or ability to perform correctly during the scheduled riding lesson.
- There are horses available for each level of riding from the beginner rider to the more advanced rider who needs to be challenged. Beginner horses in our stables are known for their quiet dispositions to help our beginner riders build confidence and learn the basics of riding. As the rider becomes more comfortable with the basics of riding, they will move to the more advanced horses. These horses will challenge the rider and will take them beyond the basics.
- OWS does not guarantee the student will ride the same horse/pony every lesson, nor do we believe that this is conducive to rider progression; and/or said horse might be ill or have sustained an injury which makes the animal unsuitable for riding. Riders will be allocated a mount that is suitable for their ability.

### I. RIDING WEAR:

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- Proper attire must be worn for riding lessons, which is to be long pants with the ability to stretch, i.e. breeches, jeans, shirt shoes/boots with at least a half inch heel, and an approved riding helmet that fits correctly (OWS does provide helmets as needed).
- Students are not required to provide their own helmet, but it is advisable and recommended within COVID guidelines. We have helmets available for use in the event the student does not have his/her own helmet but recommended that each student has their own correctly fitting helmet.
- All minor student riders (under 18) must wear a helmet at all times when working with and when mounted on the horse.
- Half chaps or gaiters and riding gloves are recommended for junior and adult riders (English).

### J. INDEMNITY:

- Rider (parent/guardian) recognizes the inherent risks of injury involved in any type of horseback riding and handling generally and in learning to handle and ride in particular. Horses are animals with minds of their own. No horse is a completely safe horse. Horses are 5 to 10 times larger, 20-40 times more powerful and 3-4 times faster than a human. If a rider falls from a horse to the ground the distance fallen may be from .5 meters to 2 meters and may consequently cause injury to the rider including great bodily harm or death. If a horse is frightened or provoked it may divert from its training and act according to its own will, shifting its weight, rearing, biting, bucking, kicking, or running from danger.
- No lesson will be given unless this agreement is completed in full and a rider registration form completed.
- In taking lessons at Old Wire Stables, Rider or parent/guardian assumes any such risk of injury and further, Rider or parent/guardian voluntarily releases Old Wire Stables, its instructors, managers, grooms and agents from any responsibility on account of any injury Rider may sustain while handling or riding in connection therewith, and Rider agrees to indemnify and hold harmless Old Wire Stables, its instructors, managers, grooms and agents on account of any such claim.
- Likewise, Rider (parent/guardian) accepts full responsibility for friends and visitors accompanying Rider to Old Wire Stables.
- Old Wire Stables, its instructors, managers, grooms and agents are not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities on this date of signature or any future dates.

### K. LESSON POLICY STANDARD:

- A one-on-one riding lesson is 60 minutes in length and consists of grooming, tacking up, mounting, tack adjustments, exercises while mounted, cool down time, dismounting, and untacking.
- After the riding instructor determines the student is advanced enough to tack up on their own, students will be permitted to arrive no more than 15 minutes early to **groom and tack up their lesson horse**. Old Wire Stables and its instructors feel it is very important not just to teach riding but to also teach safety, proper grooming techniques, horse handling, and how to properly tack your horse. Good horsemanship skills are essential for anyone handling or riding a horse.
- The riding instructor additionally has the responsibility of safety for riders, volunteers, and horses at all time; therefore, the instructor has the right to deviate from the above lesson outline when safety is a concern.

### L. PARENTAL INVOLVEMENT AND VEHICLE PARKING:

- Parents are welcome to observe their child's riding lesson.
- Please do not use lesson time to discuss issues with the riding instructor. Riding instructors and volunteers must stay focused on the current lesson for safety reasons. Please discuss issues offline or call the riding instructor or Old Wire Stables at (386) 984-0067 outside of lesson times for all questions and concerns you may have.
- Riding instructors often have additional lessons or training to prepare for or conduct and can't always be available for discussions after a lesson is completed.
- Please do not talk with your child during their lesson. It distracts your child and instructor from the lesson and compromises their safety.
- Vehicles parked at Old Wire Stables are done so at the owner's risk. Old Wire Stables accepts no responsibility for damaged vehicles.

### M. STABLE RULES

- Horses may be loose on the premises and all students, visitors and children must stay within designated areas.
- Sandals and/or flip flops are not permitted within the stables or to be worn when near horses.
- Please do not go to grazing paddocks without being accompanied by an Old Wire Stables representative, manager, or agent.
- Children under the age of 12 must be under their parent's direct supervision at all times.
- Only students, riders and instructors are allowed into the riding arena or round pen.
- No loud shouting, swearing, whistling, clapping or banging around horses and riders.
- No playing of balls or throwing things is permitted.
- No running or jumping around the horses.

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- DO NOT feed horses anything without permission!
- Please do not litter – use the garbage cans provided in and around the stable to dispose of waste.
- There is a NO SMOKING or CHEWING TOBACCO POLICY on Old Wire Stables property.
- Horses are unpredictable and do bite, kick, and even if in their stalls should be approached with caution – children who do not have their own horses stabled/boarded at Old Wire Stables are not allowed to go near or enter a stall without instructor supervision.
- For your own safety – all instructions by stable managers or instructors must be adhered to at all times.

**N. PROTECTIVE HEADGEAR**

**Minors, persons under the age of 18, MUST WEAR PROTECTIVE HEADGEAR. NO EXCEPTIONS!**

Adults mark an "X" below in the box before the statement which Student agrees to:

( ) PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which Instructor provides.

( ) PERSONAL PROTECTIVE HEADGEAR: I/WE will provide MY/OUR own headgear. I/WE accept full responsibility for MY/OUR safety in this decision.

( ) PROTECTIVE HEADGEAR REFUSAL: I/WE refuse to wear any type of protective headgear. I/WE accept full responsibility for MY/OUR safety in this decision. I, \_\_\_\_\_, certify I am over the age of 18 (date of birth \_\_\_\_\_).

**M. STUDENT RESPONSIBILITIES:**

- Students agree to show up to their scheduled lesson with a positive and motivated attitude.
- Students agree to show up to their scheduled lesson properly hydrated and nourished.
- Students agree to show up to their scheduled lesson in the proper attire, i.e. boots, jeans/breeches, shirt, riding gloves, helmet etc.
- Students agree to sign in upon arrival for their scheduled lesson and check in with the instructor.
- Students will respect the horses and instructors.
- Students will respect and clean their tack equipment used.

I, \_\_\_\_\_ (student rider), the undersigned have read all four pages and understand the agreement, which I agree to abide by in total, and I have kept a copy of this agreement. I further understand if any of Old Wire Stables' policies or rules are not followed that Old Wire Stables has the right to cancel this agreement in full without any refund of money.

I, \_\_\_\_\_ (parent/guardian), the undersigned have read all four pages and understand the agreement, which I agree to abide by in total, and I have kept a copy of this agreement. I further understand if any of Old Wire Stables' policies or rules are not followed that Old Wire Stables has the right to cancel this agreement in full without any refund of money.

_____ (Printed Name of Student)	_____ (Signature)	_____ (Date)
_____ (Printed Name of Parent/Guardian)	_____ (Signature)	_____ (Date)
_____ Old Wire Stables Representative	_____ (Signature)	_____ (Date)

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