



September Song Stables



Riding Instruction, Indemnification & Liability Release Agreement

Please read carefully before signing. Death or serious injury may result from your participation in this activity. Melanie Schaubhut does not guarantee your safety.

A. REGISTRATION OF RIDERS/VAULTERS AND AGREEMENT OF PURPOSE: In consideration of the payment of a fee and the signing of this agreement, I, the following individual listed as "Student" and the parent or legal guardians thereof (if a minor), do hereby voluntarily request and agree to participate in riding/vaulting instructions as a student of September Song Stables and that this student will, today and on all future dates, ride either his/her own horse or a horse provided by September Song Stables for instruction purposes.

STUDENT: _____ **AGE (IF MINOR):** _____

LEGAL GUARDIAN/PARENT (IF MINOR): _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

HOME PHONE: _____ **OTHER:** _____

CONTACT IN CASE OF EMERGENCY - NAME: _____

PHONE#: _____ **CELL#:** _____ **E-MAIL:** _____

WEIGHT: Do you weigh more than 240 pounds? (Yes / No) _____

LIMITATIONS: Does the student have any physical or mental health problems which may affect his/her ability to participate in any equine activity? (Yes / No) _____

If yes, please describe: _____

HORSE RIDING EXPERIENCE:

Have you had more than ten (10) hours of experience riding a horse? (Yes / No) _____

Have you ever received any formal riding instruction? (Yes / No) _____

If yes, how long ago did you receive the instruction and what was the duration of the instruction? _____

Are you nervous or uncomfortable around horses? (Yes / No) _____

If yes, are you most nervous when on the ground near a horse or when on a horse's back? _____

Please circle a number below to indicate your comfort level around horses (1 is least comfortable - 10 is most comfortable)

1 2 3 4 5 6 7 8 9 10

IF YOU ARE NERVOUS OR UNCOMFORTABLE AROUND HORSES, PLEASE INFORM YOUR INSTRUCTOR.

B. AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS: This agreement shall be legally binding upon me, the registered student and the parents and/or legal guardian(s) thereof (if minor), my heirs, estate, assigns including all minor children and personal representatives. It shall be interpreted according to the laws of the State of Texas. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "Horse" herein shall refer to any equine animal as defined in Texas Civil Practice or otherwise handling of horses, whether from the ground or mounted and any other equine activity as defined in TCPRC. The term "Student" and/or "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground and any participant as defined in TCPRC. The term "I", "me", "my", shall herein refer to the above registered student rider and the parents or legal guardians thereof, if a minor.

C. ACTIVITY RISK CLASSIFICATION: I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non obvious inherent risks always present in such activity, despite all safety precautions. According to NEIS (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 in other activities.

D. NATURE OF HORSES: I UNDERSTAND THAT: No riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from the horse to the ground, it will generally be a distance of 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, and become one unit of movement with another, much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is startled, frightened, or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; failing to respond to commands, running into objects or running from danger.



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E. STUDENT RIDER RESPONSIBILITY: I UNDERSTAND THAT: The student rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm both around and aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE: I UNDERSTAND THAT: September Song Stables 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, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run, or fly near, or bite or sting a horse or person, irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape.

G. CONDITIONS OF PREMISES: In consideration of being permitted to enter for any purposes any restricted area (herein defined as including, but not limited to the arenas, stables, walkways, pens, corrals, fields, training areas, equipment rooms, horse bathing stall, office, classrooms and other areas appurtenant to any area where any activity relating to an equine activity shall take place), or being permitted to participate in any way in any equine activity I/we, for myself and my personal representatives, heirs, distributees, guardians, legal representatives, next of kin and assigns acknowledges, agrees and represents that he/she has, or will immediately on entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portions of restricted area or areas and his/her participation, if any, in an equine activity constitutes an acknowledgement that he/she finds and accepts the area as being safe and reasonably suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise his/her instructor and will immediately leave the restricted area.

H. EQUIPMENT AND TACK: I UNDERSTAND THAT: In consideration of being permitted to use the equipment and/or tack of September Song Stables, I/we for myself and my personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns acknowledges, agrees and represent that he/she has, or will immediately prior to using such equipment or tack, and will continuously thereafter inspect such equipment and/or tack, and does further warrant that his/her use of such equipment and/or tack constitutes an acknowledgement that he/she finds and accepts such equipment and/or tack as being safe and reasonably suited to the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she feels any equipment and/or tack are unsafe, he/she will immediately advise his/her instructor and will immediately cease using such equipment and/or tack or will immediately correct the condition which makes the equipment or tack unsafe. For example, saddle girths (saddle fasteners around the horse's belly) may loosen during the 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 the saddle and a potential fall from the animal.

I. PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I have been fully warned and advised by September Song Stables that I should purchase and wear protective headgear (equestrian riding helmet), and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence.

J. ACCIDENTAL / MEDICAL INSURANCE: I AGREE THAT: Should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical Insurance Company is _____ and my policy number is _____.

K. LIABILITY RELEASE & INDEMNIFICATION: I AGREE THAT: In consideration of September Song Stables allowing my participation in any equine activity, I, the student rider and the parent of legal guardian thereof, if minor, hereby:

1. Release, waive, discharge, hold harmless and covenants not to demand, sue or otherwise claim from September Song Stables, its premises, owners, affiliated organizations, equine activity sponsor, equine professional, lessor or operator of the equine facilities, equine owner or lessor, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability to the undersigned, his/her personal representatives, heirs, distributees, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon restricted areas, and/or participating in any equine activity.
2. Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage, or cost that they might incur due to the presence of the undersigned in or on the restricted area or in any way participating in any equine activity, whether caused by the negligence of the Releasees or otherwise.
3. Assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or on a restricted area and/or while participating in any equine activity.

I, the student rider, and the parent or legal guardian thereof, if a minor, expressly acknowledges and agrees that equine activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. I, the student rider, and the parent or legal guardian thereof, if a minor, further expressly agrees that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of this is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SIGNER STATEMENT OF AWARENESS

I/WE, THE STUDENT RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF, IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAS READ AND VOLUNTARILY SIGNED THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. THE UNDERSIGNED FURTHER ATTEST THAT ALL FACTS RELATED TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE. IF ANY INFORMATION PROVIDED HEREIN CHANGES, THEN I/WE WILL IMMEDIATELY NOTIFY **SEPTEMBER SONG STABLES** OF SUCH CHANGES IN WRITING.

All riders and parents or Legal Guardians must sign below after reading this entire document.

Signature of Student Rider

Date

Signature of Parent or Guardian

Date