

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE FORM

H2OFORD INC, D.B.A. WATERFORD STABLES, hereinafter known as "THIS STABLE"

LOCATED AT: 1139 Pelote Cemetery Road, Lithia, FL 33547

**PLEASE READ CAREFULLY BEFORE SIGNING:
This form must be completed by and for each participant.**

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

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/or the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates.

RIDER NAME: _____

ADDRESS: _____ **CITY/ST/ZIP** _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

BIRTH DATE: _____

WEIGHT (Over 200 Pounds?): ____ YES ____ NO

HORSE RIDING EXPERIENCE: ____ Under 10 Hours of Riding
____ Over 10 Hours of Riding

Does this rider have a physical or mental condition, which may affect his/her safety and ability to ride a horse, or which we should be aware? ____ YES ____ NO

If yes, how can we help this rider with his/her special needs?

Agreement Scope, Territory, and Definitions – This agreement shall be legally binding upon me, the registered student, 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 the state and country of THIS STABLE’S physical location. Any disputes 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 state law, then that single part is null and void. The term “HORSE” herein shall refer to all equine species. The term “HORSEBACK RIDING” herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms “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. The terms, “I”, “ME”, “MY” shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

Activity Risk Classification – I UNDERSTAND THAT: Horseback riding is classified as a 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 the United States Consumer Products) horse activities rank approximately 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.

Nature of This Stable’s School Horses – I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm disposition and sound basic training as is required for use for STUDENT RIDERS, and THIS STABLE follows a rigid safety program. Yet, 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 horse to ground it will generally be a distance of from 4 to 7 feet, and the impact may result in injury to the rider. Horseback riding is the ONLY sport where one much smaller, weaker predator (human) tries to impose its will on, and become one unit of movement with, another much larger, strong 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 short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

Rider Responsibility – 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 largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. THIS STABLE advises pregnant women NOT to ride horses.

Conditions of Nature and Inspection of Premises – I UNDERSTAND THAT: THIS STABLE 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, slither, fly near, or bite/sting a horse or person; and irregular footing on out-of-door wild or groomed land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. The rider and/or parent or legal guardian have inspected THIS STABLE’S facilities and are satisfied that all premise conditions are relatively safe for rider’s intended purpose, usage, and presence upon THIS STABLE’S PREMISES.

Saddle Girth/Natural Loosening – I UNDERSTAND THAT: Saddle girths or cinches (saddle fasteners around the 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.

Accident/Medical Insurance – I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

Protective Headgear – I AGREE THAT: I, for myself and/or on behalf of my child and/or legal ward, have been fully warned and advised by THIS STABLE that protective headgear, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, must be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences.

Liability Release – I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, THE RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereafter 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 or unanticipated, due to THIS STABLE’S and/or IT’S ASSOCIATES ordinary negligence; and I do further agree that except in the event of THIS STABLE’S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal action, and causes of action, against THIS STABLE and IT’S ASSOCIATES as stated above in the clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of THIS STABLE, to include

while riding, handling, or otherwise being near horses owned by, or in the care, custody, and control of THIS STABLE, whether on or off the premises of THIS STABLE.

Missed Lessons – Because my space is reserved in a class, which then makes that space unavailable for others to use, I understand that if I don't cancel my lesson within 24 hours of the lesson that I will still be charged for that lesson.

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 RISK OF EQUINE ACTIVITIES.

ALL RIDERS, AND PARENTS OR LEGAL GUARDIANS IF THE RIDER IS A MINOR, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

SIGNER STATEMENT OF AWARENESS

I/We, the Undersigned, have read and do understand the foregoing agreement, warnings, release, and assumption of risk. I/We further attest that all facts relating to the applicants physical condition, experience, and age are true and accurate.

SIGNATURE OF RIDER:

_____ **DATE:** _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN IF RIDER IS A MINOR:

_____ **DATE:** _____

NAME AND CONTACT INFORMATION IN CASE OF EMERGENCY:

WHERE DID YOU HEAR ABOUT US?: _____

IT IS/IS NOT (CIRCLE ONE) OKAY FOR MY CHILD TO BE PHOTOGRAPHED TO BE USED IN ADVERTISING AND PROMOTIONAL MATERIAL FOR THE STABLE.

SIGNATURE: _____

WATERFORD STABLES RULES

1. **Helmets & Boots:** Boots (or a shoe with a separate heel of at least 1 ½") are required to be worn at all times while mounted, no exceptions. Anyone under the age of 18 is required to wear a helmet at all times while mounted. (Helmets are recommended for all riders). If someone is caught riding without a helmet or boots, they will be asked to dismount immediately and not allowed to ride again until they wear a helmet and boots.
2. **Minor Children and Babysitting Services:** No minor children under the age of 13 are allowed to be left at the stable without prior permission. Babysitting services are available. Please check with the **STABLE MANAGEMENT** for rates and availability. No children under the age of 13 are allowed to ride without an adult being present and standing within 10 feet of the horse at all times and inside the same enclosure where the child is riding.
3. **First Aid Kits:** First Aid Kits are available in the tack room. If you use something out of the kit, please replace it at your earliest convenience.
4. **Cross Ties & Tying in general:** Please do not leave horses tied anywhere unattended at any time.
5. **Parking:** Parking is available in the designated parking area only. Please park straight in toward the fence (not on an angle nor anywhere else). This is the only way that we can get cars in and out of the area without blocking access. Please drive with the wheels of your vehicle in the ruts on the driveway. We try to keep the grass growing at all times down the center and along the sides of the driveway. If you don't use the ruts, it kills the grass along the sides of the driveway.
6. **Bathrooms:** There is currently no bathroom facility. Please refrain from using the bathroom outdoors!
7. **Hours of Operation:** As this **STABLE** is located at the Waterford's home, the hours you are allowed on the property (except in emergency situations or at least 24 hours advanced notice) will be from 7:00 a.m. to 9:00 p.m. If you need to pick up your horse early, the **STABLE** will feed early with 24 hours notice. The main gate will be locked at any time before and after these times.
8. **Smoking, drugs and alcohol:** No smoking in the barn or on the premises. If you want to smoke, please do so in your car. Dispose of the cigarette butts in your ashtray in your car. No drugs or alcohol are permitted on the premises at all, any time. If it is expected that you are intoxicated, you will be asked to leave immediately.
9. **Discipline of Horses:** while discipline is sometimes necessary, overt abuse will not be tolerated. If it continues, **BOARDER** will be given a 7 day notice of termination of board.
10. **Guests:** Guests are always welcome to come to the **STABLE**. **BOARDER** is responsible for informing guests of the **STABLE** rules and for making sure guests abide by them. Guests **MUST** sign a release form before mounting any horse.
11. **Lost & Found:** All equipment and tack is to be stored away after use. Any tack or equipment found after **BOARDER** leaves for the day will be confiscated to the office. A \$1.00 recovery fee will be charged for every piece of equipment

- recovered from the office. If items are left for more than a month, they will become the property of the **STABLE** and disposed of as the **STABLE** sees fit.
12. **Dogs:** Dogs are not allowed at the **STABLE** unless preauthorized by management. If you dog is preauthorized, it must remain on a leash at all times.
 13. **Gates:** If you open it, close it. All gates must remain closed at all times.
 14. **Lunging:** Lunging is allowed in the round pen or the arena provided the arena is not currently in use.
 15. **Shoes:** Close toed shoes must be worn at all times. Flip flops are not appropriate shoes to be worn around horses.
 16. **Bikes, Skateboards, Rollerblades, Ball Playing:** No, not on the premises.
 17. **Ring Etiquette:** When riding in the riding arena, ring etiquette should be utilized, passing to the left and notifying the rider you are passing by saying out loud, "passing left".

The STABLE reserves the right to refuse services to anyone.

I, _____ (**RIDER**), have read and understand the above rules.

RIDER

DATE