

# SPORT HORSE INC.

## Riding Instruction & Liability Release

***“Under Indiana Law, an equine activity sponsor or equine professional is not liable for any injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.”***

Rider's Name _____
Age (if minor ) _____ Previous Riding Experience _____
Home Phone _____
Cell Phone _____
Alternate Phone _____
e-mail Address _____
Emergency Contacts & Phone Numbers _____
_____
_____

If Rider is Minor, Parents Names	
(Father) _____	(Mother) _____
Home Phone _____	
(Father) _____	(Mother) _____
Cell Phone _____	
(Father) _____	(Mother) _____
Alternate Phone _____	
(Father) _____	(Mother) _____
e-mail Address _____	
(Father) _____	(Mother) _____

***Rider Registration & Riding Agreement.*** In consideration of the payment of a fee and signing of this agreement, I, the above referenced listed individual, and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at Sport Horse Inc. for instructional purpose, today and of all scheduled future dates.

***Policies.*** Lessons are payable as outlined in the current Fee Schedule, which is incorporated by reference in full and attached hereto as Exhibit C. Outstanding balances of these services will result in the cancellation of all future scheduled lessons until balance has been paid in full. Cancellations with a 24 hour notice will not incur a fee, all others will be charged the fee of a lesson per no show or late cancellation. Lesson fees are non-refundable and only transferrable to immediate family members. The first lesson for any new student will serve not only as a consultation visit to assess their riding ability but also be an introduction to the riding center and staff. It is the responsibility of the student to have the appropriate attire for riding and weather conditions. Required supplies provided by student are: ASTM/SEI approved riding helmet, paddock boots with jodhpurs or jeans & chaps. Optional supplies provided by students include: Hair net, gloves, spurs and crop. No mounting of horses in barn or stall, lead horses to the riding arena to mount. While in the ring area, please be aware that quick gestures, clapping, unsecured papers, flash from cameras, etc. may cause a horse to startle. No amount of training can eliminate the flight or fight instincts of horses and thus the equine is to be considered a possible danger to the Rider and to those persons engaged in all activities involving the equine. In light of the aforementioned, please supervise your children closely, NO running, yelling or horseplay permitted on the premises. For safety reasons, at no time are children to be left unsupervised or pets allowed on the premises. Parents, caregivers and visitors are asked to stay on the outside of the ring unless asked to enter by the instructor. While the instructor is giving instruction, interaction with riders should be avoided so that they can focus on the lesson. In consideration of safety and others, there is NO SMOKING permitted in the barn areas or arenas. Signature below acknowledges receipt and understanding of the current Lesson and Safety RULES, which are incorporated by reference in full, and attached as Exhibit D. Students agree they and their guests and invitees will be bound and abide by these Rules, and accept responsibility for the conduct of their guests and invitees according to these Rules.

***Agreement Scope & 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 if it shall be interpreted according to the laws of the State and County Sport Horse Inc. physical location. Any disputes by the rider shall be litigated in, and venue shall be in the county in which Sport Horse Inc. 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 horse or ponies, 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 "Me, My" shall herein refer to the above registered student rider and the parents or legal guardian thereof if a minor.

# SPORT HORSE INC.

**Rider Responsibility & Equipment.** I understand that: Upon my 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. Sport Horse Inc. advises pregnant women not to ride horses. I agree that: I, for myself and on behalf of my child and/or legal ward have been fully warned and advised by Sport Horse Inc. that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do understand that that the wearing of such headgear at these times may reduce severity of some of the riders' head injuries and possible prevention of riders' death from occurring as the result of a fall and other occurrences. I understand that: In consideration of being permitted to use the equipment/tack of Sport Horse Inc., I/we for myself and my personal representatives, heirs, distributes, guardians, legal representatives, next of kin, and assigns acknowledges, agrees and represent that he/she, or will immediately prior to using such equipment/tack, and will continuously thereafter inspect such equipment/tack, and does further warrant that his/her use of such equipment/tack constitutes an acknowledgement that he/she finds and accepts such equipment/tack as being safe and reasonable suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she feels any equipment/tack are unsafe, he/she will immediately advise his/her instructor and will immediately cease using such equipment/tack or will immediately correct the condition which makes the equipment/tack unsafe. For example: Saddle girths may loosen during a ride. Upon the riders' awareness of a loose girth, immediate notification to the trainer may prevent sliding of the saddle and a possible fall from the animal. The student must tidy the stable's equipment and premises after use. The stable hours of operation are 9 am to 9 pm Tuesday through Sunday and closed on Mondays. The student must seek permission of the stable to be on the premises outside of the allotted lesson time and posted stable hours.

**Activity Risk & Inspection of Premises.** 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. Sport Horse Inc. follows a rigid safety program, yet no 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 a horse to the ground, it will generally be at a distance of 3½ to 5 feet and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its' training and act according to its natural survival instincts. These 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 perceived danger. I understand that: A horse has two blind areas around it in which it cannot see. It cannot see directly behind it or what it is eating. This is the reason it is best to approach a horse calmly and quietly close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse's mouth. I understand that: Sport Horse Inc. 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 (i.e. thunder & lightning, hail, wind, wild & domestic animals flying or running nearby, insects which may bite or sting a horse, irregular footing, temperature changes, natural or man made landscape changes). The rider and parent/legal guardian have inspected Sport Horse Inc. facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence at Sport Horse Inc. facilities. I agree that: Should I require any medical treatment, my own accidental/medical insurance company shall pay for all such incurred expenses.

**Liability Release.** I agree that: In consideration of Sport Horse Inc. 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 voluntarily agree to hold harmless, warrant to release and discharge Sport Horse Inc., its owners and equine professionals, agents, employees, officers, directors, representatives, assigns, members, owners of the premises and trails, affiliated organizations, and insures, and others acting on behalf (hereinafter collectively referred to "Associates"), of and from all claims whatsoever, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, or otherwise not herein disclosed due to Sport Horse Inc. and/or its' Associates ordinary negligence, and I do further agree that except in the event of Sport Horse Inc. gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and cause of action against Sport Horse Inc. and its' 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 Sport Horse Inc., to include while riding, handling, otherwise being near horses owned by or in the care, custody and control of Sport Horse Inc., whether on or off the premises of Sport Horse Inc.

***I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/We do further attest that all facts relating to the applicant's physical condition, experience, and age is true and accurate.***

All Riders and Parents or Legal Guardians MUST sign below after reading this entire document:

---

Signature of Rider

---

Signature of Parent/Guardian

---

Date



# SPORT HORSE INC.

## *SHi Lesson & Safety rules*

**KEEP YOUR SPEED on the property under 5 mph!** We have children, ponies, cats, dogs not to mention squirrels playing & frolicking on the driveways & foot paths. For the safety of the property & the equines it maintains, absolutely **NO SMOKING** in the barns! For the safety of the horses & riders, absolutely **NO OUTSIDE DOGS** on the premises!

For everyone's safety, **DO NOT FEED ANY ANIMALS YOU DO NOT OWN (yes, treats are also considered food)!** That includes horses, barn cats & dogs.

**All HANDLERS & RIDERS must sign a Liability Release, NO EXCEPTIONS!** The forms are located in the barn office/lounge next to the payment box, completed forms may be dropped in the payment box.

For the safety of all students, **HELMETS are to be worn by all mounted riders all of the time!** All students are **REQUIRED** to provide their own riding gear inclusive of an ASTM certified helmet as well as proper foot gear, i.e. paddock boots with half chaps (worn with jeans) or jodhpurs/breeches or tall boots.

**LESSONS ARE PAYABLE WHEN SERVICES ARE RENDERED OR LATE FEES WILL BE APPLICABLE!**

We offer a **PREPAID LESSON PACKAGE DISCOUNT**, you may only take the discount if you **PREPAY** for lessons. If you choose to not take advantage of the prepaid lesson discount, **YOU MUST PAY THE LESSON FEE THE DAY THE LESSON IS TAKEN WITHOUT INCURRING LATE FEES.** Outstanding balances of these services will result in the cancellation of all future scheduled lessons until balance has been paid in full. Cancellations with a 24 hour notice will not incur a fee, others will be charged the fee of their prospective scheduled lesson per no show or late cancellation. Lesson fees are non-refundable and only transferrable to immediate family members.

**LESSONS START ON TIME!** That means if you are late **YOUR** lesson will be cut short **NOT THE PERSON THAT IS SCHEDULED AFTER YOU.** Accepting personal responsibility for tardiness is cordial and respectful to others that are scheduled after you.

**Spectator participation, inclusive of parents coaching from ring side, is not necessary or tolerated.** The safety of every student and their mount is our foremost priority, ring side coaching creates confusion and distraction, resulting in an unsafe learning environment.

**Rude & disrespectful behavior toward any employee/volunteer will not be tolerated!** All SHi employees & volunteers are under the direct management of Brian & Alex to perform their various assigned duties. **ANY** equine care, facility management questions or concerns/requests are to be addressed to Brian & Alex directly. If you find something broken or in need of addressing, please don't assume we already know about it.

Cross ties, wash rack and barn office/lounge require **CLEAN UP AFTER YOURSELF AND YOUR HORSE!** These common areas are used by **EVERYONE**, **do not leave a mess for the next person!** If you feel you cannot clean up after yourself or your horse, please do not use these shared areas!

# SPORT HORSE INC.

*Proud to be home to one of only two USHJA Certified Trainers in the State of Indiana!*

Lesson rates	Pay as you go	Discounted package of 4
Beginners (30 min)	\$45	\$160
Group (60 min)	\$55	\$200
Advanced Private (45 min)	\$65	\$240

**Beginner Lessons:** Designed as an Intro Class of an initial 12 month period for young children (who lack the mental discipline of an hourly lesson) and for adults (without the initial physical stamina necessary for an hourly group lesson). Safety & proper basics with lots of horsemanship, grooming and lunge exercises to establish well rounded equestrian habits will be stressed and a checklist of accomplishments designed to ensure mount control and general horsemanship will be conquered to progress to the next stage of learning. Riding with a group!

**Group Lessons:** Designed to further the proper basics whilst riding with others of equal competency. Group riding offers learning through show and tell, instills camaraderie through collective efforts and prepares the rider for ring etiquette necessary in competitions.

**Private Lessons:** Designed for equestrians with competitive goals, riders coming back to the sport after considerable time off and green or rehabilitating horses requiring individual attention.

## LESSON PREPARATION CHECKLIST

\*Clean Tack (bridle, girth and saddle)!

\*Appropriate & polished attire (paddock boots, jeans with schooling chaps or breeches and tucked in shirt)!

\*Hair neatly tucked under helmet (all hair, including pony tails)!

\*Groomed horse, mud and sand free with brushed mane and picked hooves (*taking good care of your horse before and after your lesson will tell him that you appreciate the care he took of you during the lesson*)!

\*Positive attitude with willingness to learn!

\*Aisle ways/cross ties are to be left **CLEAN** prior to riding and post grooming. That means: Horse poop, pee, rocks & mud from feet are cleaned up, shovels and brooms are put AWAY in their prospective place so the next student can find and utilize them.

\*If you are in need of assistance PLEASE speak up!

## PERSONAL RESPONSIBILITY, take charge and do it correctly!

We provide the tools for you to enjoy a safe, clean and competent learning environment, it is up to you to utilize these tools...

Signature & Date