



White Fences Equestrian Center, Inc.

10908 Jones Road, Manor, Texas 78653 • (512) 282-6248 • www.whitefencesaustin.com

LESSON AND RIDER'S LIABILITY AGREEMENT

PAYMENT FOR LESSONS

GROUP LESSONS: MONTHLY PAYMENT IS DUE THE FIRST LESSON OF EACH MONTH.

You may mail this payment in or put it in the payment box by the office. Check the monthly calendar for special changes due to holidays, shows and clinics. We do NOT mail bills unless you are overdue, and in that case a \$25 late charge is added.

PRIVATE LESSONS: Private lesson slots are limited. Due to problems with last minute cancellations and no-shows, private lessons MUST be paid in advance. You must pay ONE lesson in advance, OR to reserve your time for the month, you may pay by the month. Private lessons MUST cancel 24 HOURS IN ADVANCE, or the lesson payment is forfeited. If you sign up for lessons on the monthly "the wish list", these lessons need to be paid in your board check, or on the 1st of that month.

INDIVIDUAL LESSONS: PAYMENT IS REQUIRED THE DAY OF THE LESSON.

There is a 24 hour cancellation notice is required, or payment is still required.

MISSED LESSONS - 24 hour CANCELLATION NOTICE IS REQUIRED FOR ALL LESSONS!

- Group Lessons will NOT be cancelled due to bad weather. If it is too wet to ride, students will have a riding theory/horse care lesson. Students that do not attend will forfeit this lesson.
- Only ONE missed lesson per month may be rescheduled. We MUST be notified 12 hours in advance of cancellation. Insufficient notice will forfeit your missed lesson.
- The make-up lesson must be taken within the same month as the missed lesson, as space allows.
- Should you choose not to reschedule the missed lesson, it may NOT be credited to the following month's payment due.
- Students are to arrive at least 30 minutes before their scheduled lesson time to groom and tack up their horse. All students are to check in with the instructor upon arrival to be assigned a lesson horse.
- It is the responsibility of the student to clean up after their horse, clean the school riding tack after use, and return all items back in their proper place for the next student. All items broken by student shall be paid for or replaced. Lesson horses are to be returned to their paddocks, after being properly cooled out and groomed.

REQUIRED EQUIPMENT

RIDING HELMET:

White Fences loans helmets for your first initial private lesson only. Helmets must be ASTM approved. Bicycle helmets are not allowed. You will not be able to ride if you are wearing a helmet deemed unfit by your riding instructor.

BOOTS:

Proper footwear: Boots may be either English short paddock boots, English rubber riding boots (like Wellingtons), or English tall riding boots. For western riding, western lacers or western pull on roper or cowboy style riding boots with a hard sole and short heel (not fashion cowgirl boots). No

sneakers are allowed. Boots must be worn at ALL times in the barn area and when riding.

RIDER'S LIABILITY RELEASE

1. Rider's name: _____
2. Rider's Age: _____ Birth Date: (mo/day/year) _____
3. Name of Parent/Guardian/Adult who will pay the bills: _____
4. Address: _____
City/State/Zip: _____
5. Work Phone: _____
Home Phone: _____
Cell or Pager Phone: _____
6. Contact in case of Emergency (person other than parent):
Emergency Contact Name: _____
Phone numbers: _____
7. Doctor's Name and Phone Number _____
8. List any allergies to medicines, plants, insects, animals or other substances: _____

9. Is registrant currently taking medication or in need of any special assistance physically or mentally?

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 _____

CONDITIONS OF NATURE AND INSPECTION OF PREMISES

I understand that White Fences is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, spook, run, buck, bolt, rear, or act or react in any other unsafe way. Some examples are: thunder, lightning, rain, wind; domestic animals, insects, and reptiles, any of which may walk run or fly near, or bite, or sting a horse or person; and irregular and uneven footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

The rider and the parent or legal guardian have inspected the facilities and are satisfied that all premises conditions are reasonably safe for the riders intended purpose, usage and presence up on the grounds and facilities at White Fences Equestrian Center.

NATURE OF THE HORSE

Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity, despite all safety precautions. Horses are living breathing creatures, and no horse can ever be a completely safe animal. 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 3 1/2 to 5 1/2 feet, and impact may result in injury to the rider. Horseback riding is a sport where one much smaller, weaker, predator animal, the Human, tries to control and become one unit of movement with another much larger, stronger, prey animal, the Horse, with each having 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 direction and/or speed at will; shifting its weight from side to side; bucking, rearing, falling, biting, kicking or running from what it perceives as danger.

THE UNDERSIGNED

- A. ASSUMES ALL RISKS AND LIABILITY FOR INJURY TO SELF OR MINOR CHILD.
- B. HOLDS HARMLESS WHITE FENCES (OWNER, EMPLOYEES AND INSTRUCTORS) FOR ANY INJURY TO RIDERS, HORSES AND SPECTATORS.
- C. HOLDS HARMLESS WHITE FENCES FOR LOST, DESTROYED OR STOLEN PROPERTY.
- D. AGREES TO PAY ALL OF WHITE FENCES BILLS ON TIME, AND IN FULL.
- E. AGREES TO THE TERMS OF THIS LESSON AGREEMENT AND LIABILITY RELEASE.
- F. AGREES TO PAYING ALL DAMAGES INCURRED BY THEMSELVES OR BY THEIR HORSES, TO WHITE FENCES' PROPERTY, TO OTHER WHITE FENCE'S CLIENT'S PERSONAL PROPERTY OR CLIENT'S HORSES.

WARNING: Under Texas Law (Chapter 87, Civil Practices and Remedies Code), an 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.

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 APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

SIGNATURE (Signature of Parent or Guardian required for Minors)

DATE _____

RIDERS/PARENTS SHOULD KEEP A COPY OF THIS FOR FUTURE REFERENCE.