

RIDING INSTRUCTION AGREEMENT AND/OR LIABILITY FORM FOR INDIVIUALS

Sterling Hunter/Jumpers
Herein known as "SHJ"

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, SHJ DOES NOT GUARANTEE YOUR SAFETY.**

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 parent or legal guardians thereof if a minor, do voluntarily request and agree to participate in riding instruction as a student at SHJ, and that this student will either ride his/her own horse, or school horses provided by SHJ for instructional purposes, today and on all future dates:

RIDER NAME: _____
AGE (if under 21): _____ WEIGHT OVER 240 LBS: ____ YES ____ NO
HOME PHONE: _____ CELL: _____
ADDRESS: _____

E-MAIL: _____

IF MINOR, PARENT NAME: _____

HORSE RIDER EXPERIENCE: ____ BEGINNER ____ OVER 10 HOURS

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

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

B) AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:

This agreement shall be legally binding upon 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 county of SHJ's physical location. Any disputes by the rider shall be litigated in, and venue shall be the county in which SHJ is currently 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 equines 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 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. The terms "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardian thereof if a minor.

C) 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 Surveillance Systems of 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.

D) NATURE OF SHJ'S SCHOOL HORSES I UNDERSTAND THAT:

SHJ chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS and SHJ 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 at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one 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 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 or speed at will; shifting its weight; bucking, rearing, kicking, biting or running from danger.

E) 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. SHJ advises pregnant women not to ride horses.

F) CONDITIONS OF NATURE AND INSPECTION OF PREMISES I UNDERSTAND THAT:

SHJ 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, or fly near, or bite or sting a horse or person, and 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. The rider and parent or legal guardian have inspected SHJ's facilities and are satisfied that all premises conditions are reasonably safe for rider's intended purpose, usage and presence upon SHJ's premises.

G) SADDLE GIRTH/NATURAL LOOSENING I UNDERSTAND THAT:

Saddle girths (saddle fasteners around 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.

H) ACCIDENT/MEDICAL INSURANCE I AGREE THAT:

Should an 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 _____.

I) PROTECTIVE HEADGEAR WARNING I AGREE THAT:

I for myself and on behalf of my child and/or legal ward have been fully warned and advised by SHJ that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian helmet, should be purchased and worn while riding and being near horses and that I do understand that the wearing of such headgear at these times may reduce the 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.

J) LIABILITY RELEASE I AGREE THAT:

In consideration of SHJ allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on the behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge SHJ, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf (hereinafter, 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 SHJ's and or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event of SHJ's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, or legal action, against SHJ 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 SHJ, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of SHJ, whether on or off the premises of SHJ.

K) EQUINE ACTIVITY LIABILITY ACT WARNING I ACKNOWLEDGE THAT:

I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING which is written below and incorporated by reference herein.

TEXAS WARNING UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE 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.

MEDICAL AND LIABILITY RELEASE:

I, the undersigned, am the parent or guardian having control or custody of the above named child. I grant my child permission to attend Sterling Hunter/Jumpers. I certify that my child is physically and mentally fit for all camp and equestrian activities and will obey all camp staff and rules. I grant permission in case of injury, accident or illness for my child to be treated by any licensed physician or member of camp staff and agree to pay for all such treatment. Further, I also grant permission that my child's photo may be used in any future brochures or promotions for Sterling Hunter/Jumpers.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS 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 APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE. I/WE HAVE BEEN INFORMED OF ALL STERLING HUNTER/JUMPERS RULES. ANY BOARDER/RIDER/GUEST WHO FAILS TO COMPLY WITH ANY OF THE RULES WILL BE SUBJECT TO IMMEDIATE TERMINATION OF PRIVILEGES AT THE SOLE DISCRETION OF THE MANAGEMENT.

SIGNATURE OF RIDER

DATE

SIGNATURE OF PARENT/
GUARDIAN
ADDRESS IN FULL: _____

NAME
(PLEASE PRINT)

DATE

HOME PHONE #: _____ CELL: _____

E-MAIL: _____