

# Golden Oak Equestrian Center LLC

## Registration & Riding Agreement.

In consideration of the payment of a fee and signing of this agreement, I, the above listed individual, and the parent or legal guardian(s) thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student of Golden Oak Equestrian Center LLC. for instructional purposes, today and all scheduled future date.

Rider Name \_\_\_\_\_

Parent/Guardian(s) Names (if minor)

Age (if minor) \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_

\_\_\_\_\_

Cell Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Emergency Contact(s) Information

Cell Phone \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Policies

Lessons are payable as outlined in the current fee schedule which is displayed in the barn office and on the Golden Oak Equestrian Center LLC. website. In due consideration of our instructors please provide at least 24-hour notice of cancellation to avoid a cancellation fee. If consideration is not given in a timely manner or is not given at all a fee in the amount of a lesson will be incurred. Each student must be properly equipped for each lesson which includes wearing appropriate attire for the weather. As part of the proper attire boots or shoes with heels as well as long pants are mandatory. All students must wear an ASTM approved helmet. Students are not permitted to mount horse while in the barn aisle or stall. Horses must be led to an arena before mounting. While riding please note that quick gestures, camera flashes, loud noises, clapping etc. may cause a horse to become startled. Even with extensive training the flight instinct of a horse is never eliminated and because of this the horse is then considered to pose a risk to the rider as well as those individuals involved in any aspect of horse care and training. Due to safety concerns parents, guardians or visitors are to remain outside of the arena unless asked to enter by an instructor. During riding instruction, all rider interaction should be minimal so that the rider can focus on the lesson. Please supervise all children closely. There is to be no running, yelling or horseplay permitted on the premises. At no time should children be left unaccompanied by an adult. The premises of Golden Oak Equestrian Center LLC. is smoke free, absolutely no smoking on the premise. By signing below, you acknowledge receipt and understanding of the rules and policies. Students agree they; 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.

## Scope and Definition

This agreement shall be legally binding upon the above listed rider and the parent(s)/legal guardian(s) if a minor. Any disputes by the rider shall be litigated in and the venue shall be in the county in which Golden Oak Equestrian Center LLC. is physically located. If any clause, phrase or word is in conflict with state law then that single part shall be null and void. The term 'HORSE' shall refer to all equine species. The term 'HORSEBACK RIDING' shall refer to riding or handling of a horse, whether from the ground or mounted. The terms 'STUDENT' and 'RIDER' shall herein refer to a person who rides a mounted or otherwise handles or comes near a horse from the ground.

## Inherent Risk of Activity

I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.

**Inspection of Premises**

I understand that RIDER has had either the opportunity to inspect or has actually inspected Golden Oak Equestrian Center LLC.'s facilities, trails, and neighboring properties and is satisfied that all premises are reasonably safe for RIDER'S intended purpose, usage and presence.

**Conditions of Nature**

Golden Oak Equestrian Center LLC. is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. Some examples are thunder, lightning, rain, wind, other horses, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, Golden Oak Equestrian Center LLC. is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, pastures or trails) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Golden Oak Equestrian Center LLC. is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example), railroad engineers (operating trains, for example) or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

**Protective Headgear**

I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Golden Oak Equestrian Center LLC. that protective headgear and equipment should be worn while riding and being near horses and I do understand that the wearing of such equipment 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. **Rider Responsibility**

I understand that, notwithstanding the presence or participation of an instructor or trainer, 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 or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Golden Oak Equestrian Center LLC. advises pregnant women not to ride horses.

**Liability Release**

I agree that in consideration of Golden Oak Equestrian Center LLC. 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 or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Golden Oak Equestrian Center LLC., its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by Golden Oak Equestrian Center LLC.), 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 your damage be known or unknown, anticipated or unanticipated due to Golden Oak Equestrian Center LLC. and/or its Associate's ordinary negligence; and I do further agree that except in the event of Golden Oak Equestrian Center LLC.'s gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Golden Oak Equestrian Center LLC. 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 Golden Oak Equestrian Center LLC. to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of Golden Oak Equestrian Center LLC. whether on or off the premises of Golden Oak Equestrian Center LLC.

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

WARNING UNDER INDIANA LAW, 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.

RIDER (riders must sign for themselves)

\_\_\_\_\_ (Sign) DATE \_\_\_\_\_

\_\_\_\_\_ (Print)

Parent/Guardian/Spouse for RIDER

\_\_\_\_\_ (Sign) DATE \_\_\_\_\_

\_\_\_\_\_ (Print Name)