

# Safety Rules and Policies Acknowledgement

*Welcome to Double J Riding Club!*

## **Some points to remember:**

**Double J Riding Club** offers a friendly fun environment to learn and enjoy your experiences with horses. Whether you are a first time beginner or an experienced rider, you will appreciate our hands on small group or private lessons in both English and Western Pleasure as well as school day sessions for homeschoolers or preschoolers.

**Group and Semi-private Lessons** are provided for 45 minutes while privates are 30 minutes. We strongly encourage our riders to come out early and work on learning how to tack and groom their horse. We have horses and ponies to suit all abilities, from nervous beginners to experienced riders. All lessons have a qualified instructor assisting riders to achieve their goals & to enjoy their ride to the fullest. Lessons are a great way to improve your current riding skills or start from scratch with the basics, in a safe and controlled environment. We try to make our lessons safe and fun but also purposeful, with teaching covering the gamut from dressage, jumping, pole work, games and obstacle courses.

**Tuition** is to be paid in full monthly by the fifteenth of the month prior. Monthly payment is expected and necessary in order to insure your riding spot. We do not allow students in group lessons to pay as they go. If you miss a class for any reason though, we do allow our riders to schedule a makeup. All makeups must be scheduled within a four month period of the date missed. Just contact us at [doublejridingclub@comcast.net](mailto:doublejridingclub@comcast.net) to schedule a makeup.

**Feeding of animals** at the barn is not permitted. Should you wish to bring a treat for your horse, please ask permission of your instructor and place treat in horses feeding bucket. No hand feeding.

**Unattended children** not riding in a lesson are not allowed. We ask that all siblings be under adult supervision at all times.

**All riders must wear an ASTM approved riding helmet**, long pants and a hard soled shoe or boot with a small heel. No tennis shoes or open toed shoes will be allowed.

**Smoking is not allowed** in or around the barns or in the Club House.

**Contact us by email** at: [doublejridingclub@comcast.net](mailto:doublejridingclub@comcast.net)- We will be happy to answer any questions you may have regarding our programs or facility.

I understand and accept these rules:

\_\_\_\_\_ Date: \_\_\_\_\_

# LESSON, HORSE RENTAL, CAMPS, CLASSES, EVENTS AND ARENA USE RELEASE

WITNESS THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Double J Riding Club, hereinafter referred to as Management, and (student) \_\_\_\_\_, hereinafter referred to as User, and, if User is a minor, User's parent or guardian,

(guardian) \_\_\_\_\_. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.
2. User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulations, which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.
3. **Warning- Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.**
4. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by management personnel.
5. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.
6. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable.

7. Any action brought under this agreement shall be brought within one (1) year of the incident or accident-giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.
8. I understand that activities at Double J Riding Club, included but not limited to equine activity and farm activities, carry certain inherent risks, including but not limited to:
  - a. The propensity of animals to behave in ways that may result in injury to persons on or around them;
  - b. The nature of the activity, including but not limited to the equipment used and the location where the activity is conducted;
  - c. The varied degrees of skill and experience of the participants;
  - d. The unpredictability of animal reaction to sounds, movement, unfamiliar things, certain hazards such as grade, weather and other surface of subsurface conditions;
  - e. Collisions with animals or objects;
  - f. Malfunctions with equipment used by participants; and
  - g. The potential for my/my child's, my ward or another participant's negligence
9. I voluntarily accept and assume these risks and any other risks associated by my/my child's/my ward's participation in any and all Double J Riding Club activities, but not limited to, those owned or non-owned animals of all types and any equipment or agricultural product and do hereby fully and forever agree to defend, indemnify, discharge, release, and hold harmless Double J Riding Club, the farm landowner, their employees, agents, authorized volunteer helpers, representatives, consultants, insurers and sureties, and their heirs, successors and assigns (individually and collectively, the "Released Parties"), from any "Claims". "Claims as used in this document means any and all claims, demands, damages, suits, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of my/my ward's participation in presence at, or the presence of my family members, guests and others for whom I am legally responsible at Double J Riding Club, activities at Double J Riding Club, injuries by animals and dogs, the use of or intended use of Double J Riding Club, and/or participation in activities connected with Double J Riding Club and expressly includes injuries and losses resulting from or arising out of the negligence of a Released Party.
10. I also, hereby give consent to the use by Double J Riding Club and the Land Owner of my child's/my ward's picture, likeness and/or videotape recordings and sound of my child/my ward in advertising, promotional and/or fundraising purposes from now until the end of time without compensation.
11. I have read and understand this entire Waiver and Release and agree to its terms, understand its meaning and significance, affirm that I have not relied upon any statement or representation not included in this Waiver and Release and voluntarily assume the risk of, and consent to participate in, activities at Double J Riding Club.

Under penalty of perjury, I confirm that I am the parent/legal guardian of the named child(ren)

\_\_\_\_\_ Management User

\_\_\_\_\_ Parent or Guardian if User is a Minor