

CIRCLE LAKE RANCH, INC. RIDING INSTRUCTION AND LIABILITY RELEASE FORM FOR INDIVIDUALS

THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT.

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

Circle Lake Ranch, Inc., Paula Layne Spitzenberger, Lacey Lea Spitzenberger and all employees, officers or contract laborers are hereinafter known as "THIS STABLE".

1-REGISTRATION OF RIDERS AND AGREEMENT PURPOSE – In consideration of payment of a fee and the signing of this agreement, I, the following 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 at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for instructional purpose, today and on all future dates.

2-RIDER NAME: _____ AGE (IF UNDER 21): _____

Weight over 240 lbs? _____ YES _____ NO

Horse Riding Experience: _____ Under 10 hours _____ Over 10 hours

Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs which may affect his/her safety and ability to ride a horse? _____ If "Yes", please here and advise this stable prior to riding of how we may assist you with any special needs: _____

3-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.

Health Insurance Co.: _____ Group Number: _____ Plan or I.D.

Number: _____

4-AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me, the registered student, and the parents or legal guardian 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 THIS STABLE'S physical location. 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 horses, ponies, mules or donkeys, 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 "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

5-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 Injury 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.

6-NATURE OF THIS STABLE'S SCHOOL HORSES – I UNDERSTAND THAT: THIS STABLE chooses its school horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS, and THIS STABLE 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 feet 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) tried to impose its will on, and become one unit 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 directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

7-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. THIS STABLE does not allow pregnant women to ride horses.

8-CONDITIONS OF NATURE AND INSPECTION OF PREMISES – I UNDERSTAND THAT: THIS STABLE 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 and 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 THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage and presence upon THIS STABLE'S PREMISES.

9-SADDLE GIRTH'S 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.

10-PROTECTIVE HEADGEAR WARNING – I AGREE THAT: I have been fully warned and advised by this stable that I should purchase and wear protective headgear of a quality not less than SEI CERTIFIED ASTM STANDARD F1163 Equestrian Riding Helmet while riding, being and working around horses. I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the headgear wearer’s head injuries and may even prevent the wearer’s death from happening as the result of a fall from a horse or other occurrence. All riders are required to use proper equestrian helmets while mounted at THIS STABLE.

11-LIABILITY RELEASE – I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, an insurers from legal liability due to THIS STABLE’S ordinary negligence, and I do further agree that except in the event of THIS STABLE’S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THIS STABLE and ITS ASSOCIATED 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 THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

12-PHOTOGRAPHS, VIDEO PRODUCTIONS, AUDIO PRODUCTIONS, WEBSITE PRODUCTIONS AND TELECASTS - I AGREE THAT: Photographs, video productions, audio productions and telecasts may be made of the Rider either alone or together with others, during horseback riding events at such times or places as THIS STABLE shall designate. The Rider agrees that all rights in such photographs, video productions, audio productions, website productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to THIS STABLE and or an affiliate of THIS STABLE its successors or assigns, which may make whatever use of such photographs, video productions, audio productions, website productions and telecasts as it or they may desire. The undersigned hereby grant to THIS STABLE and or an affiliate of THIS STABLE, its successors and assigns the non-exclusive right to use the Rider’s first name or likeness for any and all commercial benefit and purpose, without limitation, in perpetuity, throughout the universe, in all media whether known or unknown.

13-RIDING LESSON APPOINTMENTS AND PAYMENTS: I UNDERSTAND AND AGREE THAT: THIS STABLE offers lessons on a monthly schedule. Payment for lessons is required at the beginning of each month. We require 30-days notice from the beginning of the month to the next to terminate classes. We do not pro-rate terminations. All horseback riding instruction and activities held during summer camps are considered “horseback riding lessons. Makeup lessons must be taken within 30 days or the lesson missed is forfeited. THIS STABLE does not provide cash refunds or credits for lessons not taken during the appropriate time period. Rider hereby agrees to pay for all riding lessons taken at THIS STABLE, and is responsible for returned item fees, and legal collection costs if required by THIS STABLE. In cases of inclement weather, rider or instructor illness, or other unforeseen occurrences, THIS STABLE reserves the right to reschedule lessons at the rider and instructor’s convenience. STUDENTS not appearing for two consecutive lessons, who do not contact THIS STABLE, will lose their appointed lesson time and need to reschedule their regular lesson. **STUDENTS who do not cancel lessons 24 hours in advance will forfeit said lesson.**

14-RIDERS ARE EXPECTED TO: Ride in appropriate clothing including but not limited to: Jeans or jodhpurs, Western boots or English riding boots or paddock boots. Bare feet, thongs and tennis shoes are not allowed while mounted and are discouraged on premises. Riders are also expected to exhibit proper conduct while on premises at THIS STABLE including abiding by the barn rules, which are posted at the entry gate of THIS STABLE, and to follow instructions given by employees or contract labor personnel of THIS STABLE. THIS STABLE will not accept dangerous, disrespectful or inappropriate behavior from parents, other children on premises, or students on stable premises. If you have problems that need to be addressed, you are expected to do so with the instructor and/or Barn Manager in private. Failure to exhibit proper conduct and behavior will result in a forfeiture of lesson monies paid and a cancellation of services provided by THIS STABLE.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES

All Riders and Parents or Legal Guardians must sign below after reading this entire document.

15-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, RELATIONSHIP TO GUARDIAN/PARENT AND AGE, ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (IF OVER 18)

PRINTED NAME OF RIDER

DATE

SIGNATURE OF PARENT (MOTHER) for PRINTED NAME OF RIDER DATE

SIGNATURE OF PARENT (FATHER) for PRINTED NAME OF RIDER DATE

ADDRESS CITY STATE ZIP CODE

HOME PHONE: _____

BUSINESS PHONE: _____

CELL PHONE: _____

E-MAIL: _____