

Raintree Equestrian Center, LLC

9142 Mineral Wells Rd.
Olive Branch, MS 38654
901-857-4074

Riding Lessons Registration Form

Rider's Name _____
Date of Birth _____
Address _____
City _____ Zip _____
Home Phone _____ Cell Phone _____
Email _____
Today's Date _____
Emergency contact & phone number _____
Parent/Guardian Name and Address (if applicable) _____

How did you learn about Raintree Equestrian Center?

Please describe your experience with horses.

What are your goals for taking riding lessons?

Day/time preference for lessons _____

Please check your riding skill level. See descriptions below.

Beginner Advanced Beginner Novice
 Intermediate Advanced Professional

Beginner – Total beginners have little experience (if any) at all with horses in general. They may have been on a "trail ride" at a rental stable once or twice but they do not know general horse handling or the basic commands to make the horse move forward, turn, trot, stop and back unassisted. They cannot saddle or bridle a horse themselves and are not comfortable handling a horse from the ground.

Advanced Beginner - These people have a little experience with horses. They may have grown up around horses or taken a few lessons. Maybe they used to ride a little as a child, but they may not be able to saddle and bridle a horse by themselves. This rider can mount and walk off unassisted. They know how to ask the horse to move forward, turn and stop. They may also be able to even trot or canter on a very smooth, well broke horse. The student will also be able to handle a horse that may not be overly willing to do as asked. Sometimes an older horse that is well broken may still balk at leaving the barn or be a little reluctant to leave a secure place. This rider will have the confidence to give a little kick if needed or use a more persuasive aid when required even though they may lack experience. They may or may not be able to post or rise to the trot. They are willing to learn and have no "fear" of horses.

Novice - Novice riders have some pretty basic experience with horses. They have possibly had a few lessons, maybe owned a horse as a child (or recently), but have not competed or trained young, green horses. They can catch, halter, groom, saddle and bridle a horse by themselves. They can mount and ride off unassisted. A novice rider may or may not be able to rise (or post) to the trot, but they can trot without bouncing and can stay comfortable with a slow canter on a gentle, well broken horse. They should know how to ask and obtain a slow controlled walk, trot/jog and canter/lope. They can change direction and circle their horse. They are learning what a diagonal is and leads are. They may have even started a little jumping and are comfortable on a well broken horse, but may not be comfortable on a greener, younger or less experienced mount.

Intermediate - The intermediate rider has taken lessons or trained under a mentor for a while, rides in a specific discipline (or has experience in several disciplines) and may compete. He or she has ridden several different types of horses and can independently manage a horse's care. Their seat is secure, they do not apply unintentional aids to the horse when they lose balance or become unseated. They know how to rise or post to the trot and ask for and obtain a specific lead or change in lead. They are capable of riding a less experienced horse and helping in that horse's training. They are able to train/compete at a more advanced level with a trainer's assistance. The intermediate rider is knowledgeable about different horse breeds and disciplines. He or she knows basic horse conformation and can detect lameness issues.

Advanced - Advanced riders have ridden most of their lives and have worked with a trainer/mentor for several years or had several years with intense riding instruction. They have competed successfully at recognized shows in their discipline. They are able to ride most horses including working with young/green horses without assistance. They know advanced manoeuvres in their preferred riding discipline and can positively affect the horse they are riding at all times. The advanced rider is able to teach lessons to beginners, break and train horses and teach a horse advanced manoeuvres. The advanced rider knows horse breeds and conformation well and is able to detect unsoundness vs. blemishes in a horse.

Professional – Professionals are paid to ride horses. They have studied under masters and are able to break horses, train and handle problem horses. The professional makes his or her living from horses. They are able to teach both horse and rider and they have competed in high level equine sport.

You agree to pay \$_____ for each hour of instruction. Payment is due at the beginning of each lesson and will be due for each lesson that you scheduled but missed, unless you give at least 24 hours advance notice of cancellation. Fees may change from time to time. Either party may terminate the lessons by giving notice to the other.

You may elect to have a monthly series of four one hour lessons for a single price of \$_____ or a monthly series of 8 one hour lessons for a single price of \$_____. These lesson packages must be used by the last day of each month. The amount due will be prorated if I begin lessons after the first of the month. Payment for a series of lessons is due in full before the first lesson. Monthly packages must be paid on the first day of each month. There will be a \$15 late fee after the fifth of each month. Lessons that are scheduled that you miss will be counted as a lesson received; unless you give at least 24 hours advance notice of rescheduling.

While you are receiving instruction, you agree to abide by all instructions given to you by the instructor. You understand that on occasions, a one hour lesson may be extended in time at your instructor's discretion without additional charge to you. You further understand that a one hour lesson may be terminated at any time at the instructor's discretion without rebate, if in the instructor's opinion you are ill, not being sufficiently responsive to your instruction, or you are in violation of this agreement or Raintree Equestrian Center's Rules.

You may use your instructor's cleaning supplies and tack when you groom and ride a lesson horse or your own horse for your lessons and agree that you are responsible for inspecting and verifying the condition of such equipment and tack prior to its use and for informing your instructor if supplies need replenishing or if tack is in need of repair or replacement. You will take appropriate care of the items that you use and ensure that the tack room doors and area gates are securely locked prior to leaving.

- Client or legal guardian represents they are at least 18 years old.
- Client represents they don't have any physical or mental conditions that might prevent them from safely riding and handling horses.
- Client represents they aren't under the influence of drugs or alcohol, nor will they be at any time during the lessons.
- Agreement is signed by parent or guardian, and they represent they are an adult with authority to sign the agreement on behalf of the child.
- Parent or guardian represents that the child doesn't have any physical or mental conditions that might prevent them from safely riding and handling horses.
- Client assumes all risks that they could be injured or killed, and agrees not to sue instructor or facility owners. Includes trail riding and other forms of riding outside an arena or off the property in another location or at a show.
- Client assumes all risks that personal property, such as tack and equipment, could be lost or damaged. Client is responsible for insuring their own personal property.
- If client uses their own horse for lessons, client agrees to accept all risks that horse could be injured or killed. Client is responsible for insuring their own horse.
- Instructor recommends ASTM/SEI certified helmet and other safety attire, and if client doesn't wear it, client agrees to assume increased risk that client could be injured or killed.

Photo Release

I DO DO NOT

consent to and authorize the use and reproduction by Raintree Equestrian Center of any photographs and any other audio-visual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Signature _____ Date _____

(Parent or Guardian Signature if under 18 years of age)

Authorization for Emergency Medical Treatment

In the event that emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on or off the property of Raintree Equestrian Center, I authorize Raintree Equestrian Center to secure and retain medical treatment and transportation if needed.

Rider's Name _____

Phone _____

Address _____

City _____ Zip _____

Emergency contacts: Name _____

Phone _____ Other _____

Name _____ Phone _____

Other _____ Physician's Name _____ Preferred Medical Facility _____

Health Insurance Company _____

Policy # _____

Consent Plan

This authorization includes x-rays, surgery, hospitalization, medication, and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person listed below is unable to consent for treatment.

Consent signature _____ Date _____

(Parent or Guardian Signature if under 18 years of age)

Print Name _____

Phone _____ Cell _____

Address _____

City _____ Zip _____

Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of Raintree Equestrian Center. In the event of emergency treatment/aid is required, I wish the following procedure to take place:

Non-Consent Signature _____ Date _____

(Parent or Guardian Signature if under 18 years of age)

Print Name _____

Phone _____ Cell _____

Address _____

City _____ Zip _____

Raintree Equestrian Center, LLC
GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY
AGREEMENT

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in any Raintree Equestrian Center, LLC activity to the following:

I **AGREE** that I choose to participate voluntarily in any Raintree Equestrian Center, LLC activities, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and Raintree Equestrian Center, LLC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- *The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- *The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- *Hazards, including, but not limited to, surface or subsurface conditions;
- *A collision with another equine, another animal, a person, or an object;
- *The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** to release Raintree Equestrian Center, LLC, its successors or assignees, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of Raintree Equestrian Center, LLC or any Raintree Equestrian Center, LLC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of Raintree Equestrian Center, LLC or any Raintree Equestrian Center, LLC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a Raintree Equestrian Center, LLC activity. A true copy for all state statutes in**

effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) Raintree Equestrian Center, LLC and any Raintree Equestrian Center, LLC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in any Raintree Equestrian Center, LLC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against Raintree Equestrian Center, LLC, its successors, assignees, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at any Raintree Equestrian Center, LLC activity.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable Raintree Equestrian Center, LLC rules and all terms and provisions of any Raintree Equestrian Center, LLC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to Raintree Equestrian Center, LLC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

Warning - Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

Original Signature of Participant

Date

Original Signature of Parent(s) or Legal Guardian(s) Date
(If participant is a minor)

**Raintree Equestrian Center, LLC
Release of Waiver of Liability
Helmet Use Requirement**

I, _____, am aware of the Mississippi Liability Statute 95-11-7 stating an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities on or livestock shows resulting from the inherent risks of equine activities or livestock shows today or any other day. By signing this Release and Waiver of Liability, I am seeking a variance to the helmet use requirement. I am participating in these activities, without a helmet, with the knowledge of the danger involved and agree to assume any and all risks of bodily injury, death or property damage. I release Raintree Equestrian Center, LLC and any of their affiliated organizations and personnel from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse, and legal representatives may have for the injury and damage resulting from my participation in any activities at Raintree Equestrian Center, LLC without wearing a helmet.

Raintree Equestrian Center, LLC highly recommends the use of an approved ASTM certified safety helmet at all times while riding a horse. Raintree also highly recommends all children under the age of 18 wear a properly fitted and fastened approved ASTM certified safety helmet at all times while mounted.

Participant/Releaser

Name: _____ Date of Birth: _____

Date: _____

Address:

Signature: _____

YOU MUST BE 18 YEARS OF AGE OR OLDER TO SIGN ABOVE SECTION OF THIS DOCUMENT. IT IS HIGHLY RECOMMENDED THAT ANYONE UNDER THE AGE OF 18 IN THE CARE OF A PARENT OR LEGAL GUARDIAN WEAR AN APPROVED ASTM CERTIFIED RIDING HELMET. PARENT OR LEGAL GUARDIAN MUST SIGN BELOW ACKNOWLEDGING THAT THEY UNDERSTAND THE HELMET SAFETY RECOMMENDATIONS.

If the undersigned is a parent or the guardian of a junior exhibitor, the undersigned consents to the undersigned(s) child(s) participation in the event, agrees to all of the above provisions, and also agrees to assume all the obligations on the undersigned(s) child(s) behalf. The undersigned agrees that

Raintree Equestrian Center, LLC, includes all of Raintree Equestrian Center's members, directors, officials, officers, trainers, instructors and volunteers.

Name of Participant: _____

Date of Birth of Participant: _____

Today's Date: _____

Address:

Parent or Legal Guardian Printed Name:

Parent or Legal Guardian Signature:
