

HORSEBACK RIDING LESSON AGREEMENT AND LIABILITY RELEASE

Amendment January 1, 2017

Stable Name: Anderson Equestrian Center, LLC

PLEASE READ CAREFULLY BEFORE SIGNING. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS:

DEFINITIONS: The term "STABLE" shall herein refer to any of Anderson Equestrian Center, LLC trainers, instructors, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners and others acting on behalf of Anderson Equestrian Center, LLC. The term "HORSE(S)" shall herein refer to all equine species and also to the specific animal or animals to which this agreement refers. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the owner of the horse, anyone riding or handling the horse, the parents or legal guardians if a minor or a client who may not board a horse but has chosen to take lessons at STABLE and/or any other person participating in the riding or handling of horses. The term "CONTROL" shall herein refer to any and all actions being done to the animals be it tied, untied, confined or unconfined.

LESSONS: ANDERSON EQUESTRIAN CENTER, LLC INSTRUCTOR will teach RIDER riding skills for a fee of \$50 per 60 minute lesson. Various lesson packages will also be available. Lesson packages may include a minimum of 1 unmounted lesson per month to be used at the instructor's discretion. Lessons are taken on a minimum weekly basis. Payment is due **prior** to the scheduled lesson. Lessons will not be scheduled, and lesson slots will not be held, unless payment is made in advance. Depending on the package purchased, lessons must be used within 4, 8 or 12 weeks of the purchase date, with 1 additional week available in case rescheduling is necessary. If RIDER is placed in a group lesson and needs to reschedule a lesson, said RIDER must reschedule during another group lesson session. Any lessons not used within these time frames are no longer available. STABLE is not able to provide a refund for purchased lessons for any reason. It is up to the RIDER to schedule their lessons with the STABLE INSTRUCTOR. If the RIDER fails to show up for a scheduled lesson without 24 hours' notice of cancellation, the RIDER forfeits that session and will still be responsible for paying the fee for that session. If RIDER is late to a lesson, that amount of time will be deducted from RIDER'S lesson time in order to be considerate of the horse, instructor and the RIDER with the next lesson.

During a lesson, the STABLE may have another HORSE and/or RIDER participating in order for the RIDER to experience and observe other types of situations and skills. RIDER is responsible for providing tools/equipment recommended by the STABLE needed for lessons and welfare of the HORSE. RIDER agrees to purchase and wear proper safety equipment during the lesson

including certified helmet, ankle height riding boots with a heel and jodhpurs and agrees to purchase such items within a reasonable timeframe. RIDER will be responsible for re-scheduling or paying for a lesson session for which a student is not properly attired in safety gear. RIDER understands the HORSE cannot carry in excess of 180 lbs and realizes that his/her signature on this agreement states that RIDER weighs under 180 lbs. Lessons may be photographed or videotaped, and RIDER understands that his/her signature gives STABLE permission to use photographs/video for advertising purposes. Parents/Guardian's bringing children in addition to RIDER understand that they are responsible for monitoring children for safety during the lesson and while at STABLE and agree to minimize distractions for HORSE and RIDER. RIDER understands he/she will be required to sign this agreement on an annual basis as long as he/she continues to take lessons at STABLE. STABLE reserves the right to refuse and/or discontinue service to any RIDER not adhering to these guidelines, displaying continued poor sportsmanship, disrespecting the horses or demonstrating any other behavior STABLE deems detrimental to a safe, enjoyable learning environment. For more information, see the Welcome Packet on STABLE website.

NOTE ABOUT GROUPONS: (If RIDER has purchased a Groupon, the lesson will be 30 minutes long. There is a limit of one Groupon per customer or family/rider. STABLE is not required to fulfill multiple Groupons. Expired Groupons not used before the expiration date are only redeemable for the promotional value amount, which equals 1 lesson.)

INHERENT RISKS and ASSUMPTION of RISK: The undersigned acknowledges there are inherent risks associated with equine activity and interacting with other animals at STABLE, and assumes all risks associated with participating in such activity. The inherent risks include, but are not limited to the propensity of equines and other animals to behave in ways such as running, bucking, biting, stopping short, changing direction or speed at will, shifting weight, kicking, shying, stumbling, rearing, falling, stepping on people etc that may result in an injury, harm or death to persons on or around them or to HORSE itself or other animals around them. RIDERS who choose not to wear proper safety gear while on the premises understand they are putting themselves at risk and will not be able to take a lesson. STABLE recommends wearing proper safety gear. WARNING - Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri. (L. 1994 S.B. 457, A.L. 2015 S.B. 12)

RELEASE of LIABILITY: In consideration of STABLE undertaking the incidental services under the terms set forth herein, I, the undersigned RIDER/GUARDIAN of RIDER, do agree to hold harmless and release STABLE manager, STABLE'S owners, insurers and others acting on the STABLE'S behalf of all claims, demands, causes of action and legal liability whether the same be known or unknown, anticipated or unanticipated, due to STABLE'S ordinary negligence and I do further agree that except in the event of the STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and

causes of action against STABLE as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, injury to animals and/or me or relatives in relation to the premises and operations of STABLE.

AGREEMENT CHANGES/UPDATES: The fee schedule, services and/or sections within this agreement may change at any time. Changes will be written and provided with billing.

ENTIRE AGREEMENT: This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Missouri and shall be enforced and interpreted in accordance with the laws of Missouri.

ALL RIDERS AND/OR PARENTS/GUARDIANS MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/We the undersigned have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/We further attest that all stated facts are true and accurate.

Signature of Rider (if over 18 years of age) OR Guardian of Rider

Date: _____

Rider's Name (and contact information if different from parent/guardian. Please print.):

Guardian's Name and Contact Information (Including phone number, mailing address and EMAIL. Please print):

