

RNR STABLES Riding Lessons Contractual Agreement & Release

This agreement made and entered upon this _____ day of _____, 20____ by and between _____; herein after known as "student", and RNR Stables. The terms and agreements agreed upon in this contract is legal and binding under Texas State Law for services render during riding lessons at RNR Stables located in Corinth Texas.

Participant Self Assessment Skill Level: (must indicate current riding skill ability)

____ Beginner (5 rides or less) ____ Novice (10 or less rides) ____ Experienced (10 or more rides)

The terms of this agreement are outlined in the following 3 sections:

- I - Term:
- II. - Deposit & Lesson Payments:
- III. - Agreements:
- IV. - Release & Waiver Agreement

I. Term

The term of this lease shall be for approximately _____ months, beginning _____ and ending _____.

Start Date: _____

Day of the Week:

Monday:	____	Time:	start _____ am/pm	finish _____ am/pm
Tuesday:	____	Time:	start _____ am/pm	finish _____ am/pm
Wednesday:	____	Time:	start _____ am/pm	finish _____ am/pm
Thursday:	____	Time:	start _____ am/pm	finish _____ am/pm
Friday:	____	Time:	start _____ am/pm	finish _____ am/pm
Saturday:	____	Time:	start _____ am/pm	finish _____ am/pm
Sunday:	____	Time:	start _____ am/pm	finish _____ am/pm

II. Deposit & Lessons Payment Plan:

In consideration of the rights and benefits received hereunder, the student and/or parent agree to pay to RNR Stables \$100.00 deposit for the Lesson Program. If the terms of this contract are not met I understand that my deposit will not be returned.

\$ _____ Deposit per contract agreement.

Deposit is fully refundable, or remaining deposit balance, at the end of the contract if all terms are successfully met;

Deposit Terms:

Reschedule & Cancellation Policy: A \$25.00 fee will be extracted from your deposit in the event a 48 hour notice is not provided to RNR Stables prior to your scheduled lesson appointment.

Pending pre-arrangements with RNR Stables, I agree, if a 15 minute period has elapsed after the agreed upon start time that the lesson will be cancelled and a \$25.00 dollar fee will be taken out of my deposit. I agree that 3 consecutive cancellations, without prior agreement with RNR Stables, will be a Breach of this Contract and all remaining lessons will be cancelled. I, the undersigned, do for myself or on the behalf of my child or legal ward, do understand the terms of the deposit & payment plan at RNR Stables and agree to these terms: ____ Initial.

Lesson Payment:

\$ _____ Per lesson to be paid prior to each lesson.

Select your desire Lesson program:

(place check mark on the line that represents your desired Lesson Program on this contract)

- Program #1: Three Month Lesson Program _____ (\$65.00 per Lesson)
Program #2: Six Month Lesson Program _____ (\$55.00 per lesson)
Program #3: Individual Lesson Program (* see **note**) _____ (\$85.00 per one lesson)
***note**-required to complete either a three or six month Lesson Program to be eligible
*for Individual Lesson Program or price.

(Each of the above lesson programs must be signed under contract with release and waiver form)

III. Agreement: It is hereby agreed: (Initialize each item)

1. That, I, the undersigned, do for myself or on the behalf of my child or legal ward, do voluntarily request to participate as a student of RNR Stables for educational and recreational purposes. _____Initial
2. That this agreement shall constitute a contract between "student" and RNR Stables. That this agreement is entered into in the State of Texas and will be interpreted and enforced under the laws of that state. _____Initial.
3. That the "student" understands that horses are unpredictable by nature. The "student" also understands that when frightened, angry, or under stress, a horse's natural instinct is to jump forward or sideways; to run away from danger at a trot or gallop; to kick; to buck; to rear up in front or bite. It is also understood that horses are extremely powerful, and if the "student" should fall to the ground under any circumstances, the fall distance will generally be from 3 1/2 to 5 1/2 feet. By agreeing and understanding these risks, the "student" and/or Parent/Guardian voluntarily assumes these risks and dangers. _____Initial.
4. That the "student" understands that upon mounting the horse and taking up the reins, the "student" is in primary control of the horse and that RNR Stables is not responsible for the results of the "student's" actions or lack thereof. The "student" further agrees not to abuse, misuse or deliberately agitate the horse as these actions may result in increased risk to him/her and others. _____Initial.
5. The "student" shall wear long pants and boots with a heel. _____Initial.
6. The "student" has been advised that she/he should wear a riding helmet that meets Equine safety standards every time she/he is mounted for their personal safety. Helmets are REQUIRED for all students under the age of 18 years. _____Initial.
7. The "student" understands that, except in RNR Stable's wanton and willful negligence; the "student" is responsible for bodily injury, property damage, medical expenses, loss of wage, loss of school or other activities which the "student" should sustain while participating as a student or spectator on the premises, trails, horses, carts, while in transit to or from horseshows, trail rides or similar expeditions. That the "student", his/her heirs, administrators and assigns do indemnify, release, discharge and hold harmless the owners, operators and sponsors of RNR Stables and their respective servants, agents, officers, instructors, volunteers and other participants from all claims, demands, actions, and causes of actions of such injuries (including death) sustained to "student" or that of student's child, legal charge and/or property. _____Initial.
8. During the time that subject horse is in custody of RNR Stables, RNR Stables and any affiliated person shall not be liable for any sickness, disease, astray, theft, death or injury, which may be suffered by the horse or any other cause of action whatsoever arise out of or being connected in any way with conditioning, boarding, lessons or training of the horse. _____Initial.
9. The "student" agrees to indemnify, release, discharge and hold harmless RNR Stables, employees and agents from and against any loss, liability, damage or cost arising out of or in any way connected with any event, any use of horse and any equipment or gear provided therewith or any acts or omissions of employees or agents. _____Initial.

10. The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation. Any controversy or claim arising out of or relating to this agreement or the breach, termination or validity thereof, which remains unresolved for 45 days after appointment of a mediator, shall be settled by arbitration and determination by the arbitrator may be entered by any court having jurisdiction thereof. ____Initial.

IV. Release & Waiver Agreement:

Upon signing of this agreement, I acknowledge that I have read and agree to be bound to all of this agreement's terms and conditions, that I am of legal age and not under the influence of alcohol, drugs, or other intoxicants which might impair my judgment.

Student's full name: _____ Age _____ DOB. _____

Parent's (if student is minor under the age of 18) name:

Mother _____ Father _____

Address _____

Telephone numbers: Cell: _____

Wk: _____

Honel: _____

Emails _____

IN CASE OF AN EMERGENCY

Name _____ Relationship _____

(please print name)

Phone _____

I am aware that horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained ones, are often unpredictable and are often difficult to control. I do understand that the owner and/or representatives of RNR reserve the right to accept or deny anyone or agency consider a detriment or pose a threat to RNR Stables, Property, Resources, Volunteers, Staff Members, Owner's, or Family Members.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST RNR STABLES, OR EMPLOYEES OVER WHOSE PROPERTY I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, RNR STABLES, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

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.

(Print) Name of participant or legal guardian

Signature of participant for legal guardian

Date