



HORSE USE & LESSON AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULTS FORM PARTICIPATING IN THIS ACTIVITY.
OCTOBER HILL FARM DOES NOT GUARANTEE YOUR SAFETY.

WARNING: Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not responsible for an injury to or the death of a participant in equine activities resultant from the inherent risk of equine activities.

Rider Registration and Agreement of Purpose: By signing this agreement, I and the parent of legal guardian thereof of a minor, do hereby agree to hire or borrow from October Hill Farm a horse, tack and equipment or to use October Hill Farm's facility and/or take instruction for the purpose of horseback riding today and on all future dates.

RIDER NAME _____ Date of Birth _____

Physical or Mental Limitations of Rider: _____

WRITE INITIALS BELOW AFTER READING EACH SECTION. RIDER AND PARENTS OR GUARDIANS MUST INITIAL.

___B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me, the registered rider, and the parents or legal guardians 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 Texas. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "horse" refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers 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 rider and the parents or legal guardians thereof if a minor.

___C. ACTIVITY RISK CLARIFICATION: 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.

___D. NATURE OF STABLE HORSES: I understand that October Hill Farm chooses its lesson horses for their calm and appropriate dispositions and sound basic training as is required for use as riding horses for beginner riders. Yet, no 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 up to six feet and the impact may result in injury to the rider. 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 suddenly, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running from danger.

___E. RIDER RESPONSIBILITY: I understand that upon mounting a horse and taking up the reins that 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 a moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant.

___F. CONDITIONS OF NATURE: I understand that October Hill Farm is NOT responsible for 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 water, wild and/or domestic animals, insects or reptiles, irregular footing on ungroomed surfaces that can change condition in accordance with weather, temperature, and natural or man-made changes in the landscape.

___G. CARRY-ON OBJECTS AND SHARP NOISES: I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

___H. 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. My insurance company is _____ and my policy number is _____. I hereby authorize October Hill Farm to provide emergency care authorization or transportation for me or for my child.

___I. PROTECTIVE HEADGEAR: I understand that October Hill Farm requires use of a helmet for all students at all times when mounted. I understand that October Hill Farm does not provide helmets for students, and that I have been advised to purchase an SEI certified ASTM Standard Helmet for my own use and care. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, use of these helmets does not eliminate the possibility of head injury.

___J. LIABILITY RELEASE: I agree that in consideration of October Hill Farm allowing my participation in this activity under the terms set forth herein, I, the rider, for myself, or on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge October Hill Farm, its owners, agents, employees, officers, directors, representatives, assigns, members owners of premises and trails, affiliated organization insurers, and others acting on its behalf (hereafter collectively referred to as "ASSOCIATES") of and from all claims, demands, acuses of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to October Hill Farms and/or its Associates' ordinary negligence; and I do further agree that except in the event of October Hill Farm's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against October Hill Farm and its Associates for any economic and non-economic losses due to bodily injury, death, property damages sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of October Hill Farm, to include while riding, handling or otherwise being near or in the proximity of horses owned by or in the care, custody and control of October Hill Farm, whether on or off the premises of October Hill Farm.

___K. OTHER RELEASES & FORMS: I understand that I am required to periodically sign additional waivers or forms provided to me by October Hill Farm and agree that I will do so if I wish to continue my riding lessons at October Hill Farm. This additional forms may include documents required by National Governing Bodies (NGBs) or other sanctioning organizations within the equestrian industry.

___L. STABLE RULES: I understand that October Hill Farm is a privately owned facility and is within its rights to make and enforce rules with complete discretion. I understand that if I or my minor children do not follow the rules then I risk being unable to schedule lessons. I acknowledge that I have received, read thoroughly with understanding, and have signed a copy of the October Hill Farm Rules and that I will both acquaint my minor children with them and enforce them myself as often as is necessary.

___M. COMMUNICATIONS: I understand that my minor child may NOT contact any instructor, whether by phone, by text, by private message, or by email, outside of the presence, whether physically or digitally (i.e. by group text or email cc), of me. I understand that if my child fails to observe this rule, I will undertake to correct his or her actions immediately and instruct my child to abide by the obligation to communicate with October Hill Farm instructors within my presence and within my knowledge.

___N. PAYMENTS: I understand that payment for my introductory lesson is due prior to the lesson. For all additional lessons, I will receive an invoice by email every two weeks and agree that I will pay promptly. I agree that if I fail to pay in a timely fashion that I may be assessed a \$25.00 late fee and may be restricted from scheduling further lessons.

___O. CANCELLATIONS AND NO-SHOWS: I understand and will abide by the policies of October Hill Farm regarding cancellations of lessons or failure to show up, and agree to bear any penalties assessed for late cancellation (\$20.00 per event) or missing appointments (100% of lesson price each time) in order to continue to schedule lessons at October Hill Farm.

**ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW
AFTER READING THIS ENTIRE DOCUMENT**

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, and age are true and accurate.

Signature of Rider _____
Date

_____ for _____
Signature of Parent, Guardian, Or Spouse *Name of Rider* _____
Date

_____ for _____
Signature of Parent, Guardian, Or Spouse *Name of Rider* _____
Date

Print name(s) of Parent(s) and/or Guardian, Or Spouse

Address in Full: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Email: _____

EMERGENCY CONTACT (Required):

Name _____ _____
Relationship *Phone Number*