



LESSON MEMBERSHIP 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 do hereby agree to enter in an agreement to hire or borrow from October Hill Farm, for myself or my minor child, a horse, tack and equipment and to use October Hill Farm's facility and 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 OR PARENTS OR GUARDIANS OF MINOR PARTICIPANT MUST INITIAL.

___A. 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, 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.

___B. ACTIVITY RISK CLARIFICATION: I understand that horseback riding is classified as a RUGGED, ADVENTUROUS, RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

___C. NATURE OF STABLE'S 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 riders of any level, 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.

___D. 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.

___E. 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.

___F. 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 or on their person which could cause injury in a fall. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

___G. 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. I hereby authorize October Hill Farm to engage emergency care authorization or transportation for me or for my child if necessary.

___H. PROTECTIVE HEADGEAR: I understand that October Hill Farm requires use of a helmet for all students at all times when near horses or mounted. I understand that October Hill Farm does not provide helmets for students, and further requires students to purchase and utilize an SEI-certified ASTM Standard Helmet for personal use. 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.

___I. 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, accuses 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.

___J. 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. These additional forms may include documents required by National Governing Bodies (NGBs) or other sanctioning organizations within the equestrian industry.

___K. 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.

___L. 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 my presence, whether physically or digitally (i.e. by group text or email cc). 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.

___M. PAYMENT: I understand that payment for my lessons or my child's lessons is due the day that the lesson is received and that I will pay the required fee at that time. I understand that payment may be made in cash, Zelle or Venmo only. I understand and agree that when booking a lesson for myself or my child I am purchasing a service and that payment may be due if I fail to cancel or to show up for the lesson.

___N. CANCELLATIONS AND NO-SHOWS: I understand and will abide by the policies of October Hill Farm regarding cancellations of lessons or failure to notify or show up for scheduled lessons.

**ALL RIDERS AND PARENTS OR LEGAL GUARDIANS OF MINOR PARTICIPANTS 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.

Full Name of Participant

Signature of Participant or Parent/Guardian if Minor Participant

Date

Address in Full: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Email: _____

EMERGENCY CONTACT (Required):

Name

Relationship

Phone Number

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

Assumption of Risk, Waiver of Liability, and Indemnity Agreement Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

October Hill Farm, Inc (“October Hill”) cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing October Hill Farm’s services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize October Hill Farm’s services and/or enter onto October Hill Farm’s premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of October Hill Farm if he or she (i) experiences symptoms of COVID-19, including, without limitation, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify October Hill Farm immediately if he or she believes that any of the foregoing access/use restrictions may apply and to comply with all protocols established by October Hill Farm from time to time to address COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize October Hill Farm’s services and enter October Hill Farm’s premises. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize October Hill's services and premises.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against October Hill Farm, its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing October Hill Farm’s services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

INDEMNITY: I hereby agree to indemnify, defend, and save and hold harmless October Hill Farm, its owners, officers, directors, managers, officials, trustees, agents, employees, or other representative, from any loss, liability, damages, claims, lawsuits or costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description arising from or in connection with exposure, infection, and/or spread of COVID-19 by me, or any participating child(ren), who utilized October Hill Farm’s services, facilities or premises.

CHOICE OF LAW/VENUE: I understand and agree that the law of the State of Texas will apply to this contract and that any suit relating to or touching upon this contract will be brought in Parker County, Texas.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM OCTOBER HILL IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO OCTOBER HILL FARM THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signature: _____

Date: _____

Name (Printed): _____

Signature: _____

Date: _____

Name (Printed): _____



I understand the need for and importance of rules regarding participation in equine activities, and that October Hill Farm, a private facility, can make, implement, and amend rules which it deems necessary.

By my signature below, I attest that I have received, read, and thorough understand the Stable Rules of October Hill Farm and will abide by them.

If I am the parent or guarding of a minor participant, I attest that I have made my child(ren) read or otherwise understand these rules and will ensure that each will abide by them.

Signature _____

Name of Minor Participant(s) _____

Date _____



RETAIN FOR YOUR FUTURE REFERENCE

All boarding clients, lesson clients, and parents of minors are required to read and sign a copy of the rules and regulations regarding the operations of October Hill Farm Inc., and are then required to abide by the Stable Rules. Parents of minors are required to make their children familiar with these rules and must ensure that they are followed. From time to time rules may be added or modified to suit the goals of the business. Such changes may be provided to you for acknowledgement by signature.

General Rules

- 1. NOTICE OF PRIVATE ENTITY.** October Hill Farm is a private facility. As such it is within its rights to make rules and enforce them. Boarders who do not follow the rules risk being evicted from the premises. These rules are for the benefit of all concerned, especially the horses.
- 2. HOURS OF OPERATION.** Facility is normally open for boarders on the following schedule: Tues – Fri, 11:00am to 7:00pm; Sat – Sun, 9:00am to 2:00pm. Hours may change seasonally. The facility is closed on Mondays and on major holidays. In cases of inclement weather, such as extreme cold or dangerous conditions, barn may be closed without notice. Boarders are advised to call ahead to confirm accessibility in such conditions. Do not come to the facility when it is closed.
- 3. GUESTS OF BOARDERS** are permitted. All of these rules in this contract apply to guests. Boarder, as invitee, accepts one hundred percent of responsibility for his or her guests, and will also ensure that guests follow all of the rules. Facility reserves the right to deny access to guests for any reason and may also require guests to leave without notice. Guests are not allowed to ride any horse without prior permission and presence of a trainer, no exceptions. Guests who are given permission to ride are required to sign a release first and must wear appropriate riding attire and a helmet which fits properly. October Hill Farm is not required to provide this equipment. Guests who are minor children will not be allowed to ride unless their parent is present and has signed a release for the child.
- 4. SPECTATORS** of any arena activity, including lessons, are welcome, however, they must sit only in a designated area as directed by the trainer or manager and may be asked to move at any time.
- 5. PRIVACY OF CLIENTS AND GUESTS.** Out of respect for the privacy of all, it is directly require that you do not photograph or video any individual, nor digitally post to any social media platform, any photos or videos of any individual, without receiving prior permission.
- 6. NO LITTERING** will be tolerated. Place your trash in trash receptacles.
- 7. SMOKE FREE FACILITY.** Smoking is not allowed on the property. If you insist on smoking, you may smoke inside your car, and you will discard your butts, which are a form of litter, in trash receptacles.
- 8. SPEED LIMIT ON PREMISES** is 6 miles per hour, which is 34 mph slower than the speed limit on our street. SLOW DOWN! There are workers, children, and animals present; speeding could easily result in a tragedy.
- 9. CHILDREN** under 16 years of age must be accompanied by a parent or guardian at all times, even during lessons. The facility does not provide child care services. Teen drivers under the age of 18 must have their parents sign a consent that they may drive themselves onto the facility if they are unaccompanied by a parent or guardian.
- 10. VEHICLES.** Parking is restricted to designated areas only. Should Boarders, their representatives or guests cause damage to facility or injury to persons or horses due to poor driving while on the property, one hundred percent of damages will be the responsibility of the Boarder. Facility reserves the right to tow vehicles if necessary. Damages to towed vehicles are not the responsibility of October Hill Farm or its affiliates.
- 11. TRAILERS** and trucks intended for towing them may be parked on premises overnight only with permission of October Hill Farm. October Hill Farm will have no responsibility regarding damage incurred to a truck and trailer while it is parked on the premises. October Hill Farm reserves the right to move or relocate the truck and trailer if necessary, and may at any time, without notice, or request the removal of the truck and trailer from the premises altogether. Damages to removed trailers or trucks are not the responsibility of October Hill Farm or its affiliates.
- 12. APPROVED SAFETY HELMETS AND FOOTWEAR** are required for all riders, chin straps snapped in place, at all times when mounted. Appropriate footwear for riding and barn areas is also required. Sandals are inappropriate footwear. Visitors wearing inappropriate footwear may be asked to remain in their cars.
- 13. JUMPING** is only permitted while in a lesson. Boarder, his child, and his guests are absolutely forbidden to jump obstacles outside of lessons, whether inside or outside the arena.
- 14. DOGS** are not welcome at the farm, even leashed and well-behaved ones, unless the dog is a registered service animal.
- 15. NO FIREARMS.** Weapons, including guns, knives and crossbows, are not permitted. Fireworks are also forbidden.
- 16. RIDER LOUNGES AND BATHROOMS** are community space. Keep them tidy and report any problems immediately.
- 17. LAUNDRY ROOM** is not for use by boarders. Bandages, towels and saddle pads can be placed in laundry hampers for washing, free of charge, by October Hill Farm staff. However, in any case, October Hill Farm will not be held responsible for problems with laundry. Boarders who are concerned about problems with laundry are encouraged to launder their items personally and off-site.
- 18. BULLETIN BOARDS** in the barn aisles are not for client use. Do not write on them.
- 19. OPEN DOOR POLICY.** If you have any problems or concerns, please bring them to the attention of the barn manager immediately. If the barn manager does not have the authority to address your complaint, he will find the person who does.

ADDITIONAL RULES FOR BOARDERS

- 1. SECURE AND IDENTIFY** your items with nametags or nameplates to establish ownership. For saddles, bridles, martingales, breastplates, halters, and other related equipment, metal name plates and tags must be purchased and utilized. Fabric items such as saddle pads, blankets, bandages, etc. must be marked with indelible ink. Name tags will be used on your blankets and sheets to identify them; please do not remove them.

2. TACK LOCKERS are available on a limited basis and Boarders may have to share lockers. You may only store items which pertain to riding or caring for your horse. Boarders keeping equipment on the property are required to use a locker or a tack box. Boarders may need to share lockers. Lockers must be kept clean and tidy. Storage of food is strictly prohibited. You may not store items on top of the lockers. You may not add hooks to the wooden wall or otherwise make alterations to the interior of the locker. Assessments will be made for repairs necessitated by the boarder. Boarder is responsible for securing the locker after use.

3. TACK BOXES with an identifiable cover are required for boarders who are participating in horse shows. You must purchase a tack box large enough to secure necessary showing equipment and your saddle. You are responsible for providing your own tack box and a padlock to secure it. Rubbermaid or plastic containers are not acceptable alternatives. October Hill Farm is not responsible for damage to tack boxes.

4. BLANKETS. Boarders must purchase and provide a set of blankets consisting of a sheet and blanket complete with identification for each horse kept at the farm. When not in use, Boarder's blankets will be kept in storage bins purchased for Boarder by October Hill Farm, and farm will charge a storage and a single repair/laundry service fee of \$185.00 per horse annually. Additional cleanings or repairs will incur additional charges paid by Boarder. Blankets with excessive damage will need to be replaced by the Boarder.

5. HALTER and two safe lead ropes with snaps must be provided by the boarder and do not need to be fancy or expensive, but must be in good condition. Leather halters with strong stitching are preferred. Halters must be labeled with either a tag or a nameplate.

6. EQUIPMENT. Boarders must supply and use all their own riding equipment, including: helmet, pants, chaps, boots, gloves, saddle, bridle, bit, martingale, breastplate, schooling boots, bell boots, saddle pads, back pads, girths, whips, spurs, spur straps, ear plugs, etc. Tack, including saddles, must be fitted with nameplates. All saddles must have an easily identifiable dust cover. Equipment owned by October Hill Farm is not to be used without permission. Standard grooming requirements, such as brushes, towels, dressings, etc., are purchased and provided for communal use. They are not to be taken and stored in your tack locker or box. Broken equipment is the responsibility of the Boarder and Boarder will seek its repair. Use of unsafe equipment will not be allowed. Irreparable equipment must be replaced by the Boarder. October Hill Farm reserves the right to suspend training of a horse if Boarder does not provide satisfactory tack and equipment.

7. SECURE your vehicle at all times. Keep valuables locked in your car. October Hill Farm will not be responsible for lost or missing personal items.

Care of Horses

1. OUTSIDE TRAINERS. At this time trainers not in the employ of the Company are not allowed to use the facilities to teach lessons nor are they allowed access to the property unless by prior consent of Company.

2. FEED REQUIREMENTS will be posted in the feed room, which is off limits to boarders. To make additions (i.e. supplements) or changes to your horse's feed schedule, please consult the barn manager, who will make changes to the feed room postings.

3. HAY AND STALL BEDDING are to be handled by staff only. If you have concerns about hay or stall bedding, see the barn manager. Boarders are not allowed to feed hay or grain to any horse, including their own.

4. CROSS TIES. Horses will not be left on cross ties unattended. Boarder may not tie up his horse in the aisle of the barn.

5. TURNOUT. All stalled horses will be included in a daily turnout schedule, weather permitting. Do not disrupt the turnout schedule. If you feel that your horse needs additional turn out time, do so in the round pen and with permission if it is available, and do not leave your horse unattended.

6. BREEDING BARN. No boarder's horse(s) will be allowed in breeding areas except for veterinary treatment and breeding activities. When breeding activities are in process, Boarders are welcome in the breeding room with invitation from the barn manager or the breeding manager and enter at their own risk. At all times, such visitors must not interfere with or disrupt activities taking place and may be asked to leave at any time in the interest of safety.

7. STALLIONS. Be aware of the presence of stallions on the premises and do not place your horses, especially mares, in situations which will endanger either the horses or yourselves.

8. SECURITY. Do not enter paddocks with horses that are not your own. Close all gates behind you, no exceptions.

9. CONTRACTORS. Boarders may not cause or attempt to cause entry by any contractor, tradesman, equine therapists or other person onto the premises to perform services or sell goods without obtaining the prior written consent of October Hill Farm, and all such contractors are subject to regulations regarding scheduling of services. All such permissions granted are null and void if the contractor does not agree to sign a hold harmless agreement provided by October Hill Farm prior to commencing services.

10. EQUINE INSURANCE. Boarder is responsible for seeking out and purchasing insurance coverage at his or her discretion. October Hill Farm is not responsible for filing claims with an insurance company on behalf of the Boarder and will not contact an insurance company on the behalf of the Boarder, but may assist where requested without any liabilities from such assistance.

Code of Conduct

October Hill Farm expects both its customers to maintain a professional demeanor in all transactions. At no time will the use of profane language, physical or verbal threats, or intimidation of another party be tolerated. At no time will acts of abuse against a horse or any animal be tolerated. Individuals who do not abide by these stipulations may find themselves barred from the property indefinitely.

Homeowner's Privacy

Farm Owner's residence, swimming pool, and yard are off limits to boarders and visitors. Employee housing is also off limits.