

## 2021 STUDENT INFORMATION FORM

Name \_\_\_\_\_ DOB \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home # \_\_\_\_\_ Mom's # \_\_\_\_\_ Dad's # \_\_\_\_\_

Email address \_\_\_\_\_

Please circle appropriate answer. Student has ridden independently: 0-4 times 5-9 times 9+ times

Student has ridden: English Western I don't know

Student has ridden at: Walk Trot Canter I don't know

Student has taken riding lessons: Yes No If yes, when and where \_\_\_\_\_

What should the instructor should know to provide a safe enjoyable riding experience: include conditions that affect response time, ability to follow directions, medical concerns, past horse experiences, allergies...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone \_\_\_\_\_ Address \_\_\_\_\_

## MEDICAL RELEASE

In the event of accident, injury or illness I do allow myself/my child to be treated by emergency personnel, a hospital or other certified medical staff. My/my child's, regular doctor is \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 2021 WAIVER AND RELEASE OF LIABILITY

This WAIVER and RELEASE of LIABILITY is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between The Grape Arbor, L.L.C. d/b/a The Horse Farm (THF) and \_\_\_\_\_ (“RIDER”), and if RIDER is a minor, RIDER’s parent or guardian, \_\_\_\_\_, in return for the use, today and on all future dates of the property, facilities and services of THF, the RIDER, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

- Acknowledgment of Risks Acceptance of Responsibility and Release of Liability:** Under Missouri State law, an equine professional is not liable for an injury to or for the death of a participant in equine activities resulting from the inherent risks of equine activities. Pursuant to RSMo L.1994 S.B. 457 . There are significant elements of risk in any adventure, sport or activity associated with horses; horse drawn equipment and/or saddle animals including but not limited to horses, mules and donkeys (referred to herein as “activity”) and the use of any equipment therewith.
- Acknowledgment of Risks:** I realize that horses and / or saddle animals can act unpredictable; that wind, weather conditions, movement or noise may frighten or cause the animal to move suddenly and;/or swiftly: that certain risks are normally involved in traveling in horse drawn wagons, exposure to or riding animals including but not limited to collisions, falls and equipment failure. No warranty of any kind, express or implied is being made as to the habits, disposition , suitability, nature or physical condition of any particular animal. I also realize that my participation in the activity can result in personal injury, accident, and/or illness including but not limited to sprains, broken bones, head or neck injuries, paralysis, dismemberment, or death as well as damage to or loss of personal property.
- Express Assumption of Risk And Responsibility:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, wish to engage in I confirm that I am (we are) physically and mentally capable of participation in the activity and use of the animals and equipment. I/We participate willingly and voluntarily and I/We assume full responsibility for personal injury, accident or illness including death. I/We assume responsibility for damage to or loss of personal property as the result of any accident that may occur.
- RIDER agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER’S USE OF OR PRESENCE UPON THF’S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
- RIDER agrees to hold THF and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of RIDER’s use of or presence upon THF’s property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the THF.

6. RIDER agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
7. RIDER agrees to indemnify and defend THF against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the RIDER's use of or presence upon the THF's property and facilities.
8. RIDER agrees to abide by all of THF's rules and regulations.
9. If RIDER is using his horse, the horse shall be free from infection, contagious or transmissible disease. THF reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
10. It is the responsibility of the RIDER to carry full and complete insurance coverage on his horse, personal property and himself.
11. This contract is non-assignable and non-transferable and is made and entered into the State of Missouri, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the THF and RIDER and RIDER's parent or guardian, if RIDER is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

### **WARNING**

**Under Missouri law, an equine professional 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 the Revised Statutes of Missouri. L.1994 S.B. 457**

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RIDER signature and date

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Parent or Guardian signature if RIDER is a Minor, and date

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THF Authorized Signature

## The Horse Farm Lesson Policies

- Firm soled shoes with a low heel are required. Absolutely NO tennis shoes or high heeled boots.
- ASTM-SEI riding helmets are required for all riders. The Horse Farm will assist you with sizing, but all students are required to purchase one.
- The Horse Farm is a smoke-free and alcohol-free operation, and use of either while here is not allowed.
- Students may arrive 10 minutes prior to their lesson; no earlier please. A late arrival will result in a shortened lesson so the instructor can stay on schedule for other students.
- If you are unable to attend your lesson, kindly give a minimum of 4 hours notice. Repeated failure to give ample notice when cancelling will result in being charged for the cost of the missed lesson.
- For safety reasons, leave your dogs at home.
- You are welcome to bring family & friends to your lesson, but children must be supervised at all times.
- In inclement weather or temperatures of 20 degrees or below, lessons are automatically cancelled.
- Payment (check, cash or Pay Pal ) is due at the end of each lesson. Make checks to Sharon Marohl.
- Horses are not to be fed anything without my knowledge and consent, for your safety and theirs.
- Upon arrival, please park your vehicle so you do not block the circle driveway.
- Lesson times are approximate and dictated by behavior and results of the rider/horse combination during each lesson.