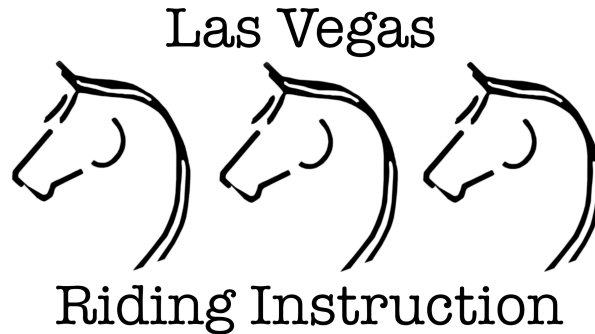


Warning

Under Nevada State Law, an equine activity sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.



2024

Horseback Riding Lesson Liability Contract

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOU or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY. LAS VEGAS RIDING INSTRUCTION DOES NOT GUARANTEE YOUR SAFETY. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: _____ initial

In consideration of the payment of a fee and the signing of this agreement, I, the rider or the parent of the minor(s) listed on this registration form, do hereby voluntarily request and agree to my or my child(ren)'s participation in riding with Las Vegas Riding Instruction (hereby referred to as LVRI), and that this RIDER will either ride his/her own horse, or facility horses provided by LVRI for instructional purpose today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: _____ initial

This agreement shall be legally binding upon 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 the State of Nevada and Clark County. Any disputes the rider shall be litigated in, and venue shall be in Clark County. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horse or ponies, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I" shall herein refer to the student or parent of the registered student.

C. ACTIVITY RISK CLASSIFICATION: _____ initial

I understand that horseback riding is classified as 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. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank approximately 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries CAN BE severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF LVRI HORSES: _____ initial

I understand that LVRI assigns their lesson horses for their calm dispositions and sound basic training and tries to the best of their ability to match a horse to the riders skill level. Yet, no riding horse is completely safe. 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 a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. 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 short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting or running from any perceived danger.

E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: _____ initial

I understand that LVRI is NOT responsible for total or partial 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, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person; and irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I have inspected LVRI's facilities and am satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon LVRI's premises.

F. SADDLE GIRTHS/NATURAL LOOSENING: _____ initial

I understand that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

G. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED for 17 years old and under: _____ initial

I agree to wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. It will be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. Instructor will provide approved headgear in the case of the Rider not possessing his or her own personal headgear.

H. LIABILITY RELEASE: _____ initial

I agree that in consideration of LVRI allowing myself or my child's participation in these riding activities, under the terms set forth herein, I, the rider or the parent, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge LVRI, its owners, trainers, instructors, owners of school and/or lesson and/or training horses, school horses, training horses, interns, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to LVRI's and/or ITS ASSOCIATES ordinary negligence; and I, the rider or the parent, do further agree that except in the event of LVRI's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against LVRI and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of LVRI, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of LVRI, or participating in any of its associated activities, whether on or off the premises of LVRI.

I. RIDER RESPONSIBILITY: _____ initial

I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety depends upon his/her ability to follow simple instructions, his/her ability to remain balanced aboard the moving animal, and the adherence to LVRI's safety instruction whether written or oral, which I agree to inquire about and learn before engaging in or continuing with any riding activity. It is the responsibility of the RIDER or parent/guardian of the rider to inform LVRI of the rider's current riding experience, skill level and concerns prior to participating in each and every equine activities with LVRI.

J. PHOTO RELEASE: _____ initial

I hereby grant permission to Las Vegas Riding Instruction to use photographs and/or video of me taken at the Las Vegas Riding Instruction facility in publications, online, and in other communications related to the mission of Las Vegas Riding Instruction.

K. DEFAULT: _____ initial

Any breach of the terms of this agreement will render the Rider in default of this agreement. LVRI will have the right to recover any fees and expenses incurred as a result of such default or breach including attorney fees and any legal remedies available to them under current Nevada or other applicable local laws.

L. **NOTICE OF TERMINATION:** _____ initial

The Rider agrees to give at least thirty (30) days notice to LVRI should the Rider choose to discontinue lessons. *If notice is not given, payment is still due for the following month of lessons.*

M. **SEVERANCE:** _____ initial

LVRI reserves the right to deny any activity at any time for any reason they deem unsafe or detrimental to the Rider, the horse, the facility, or the instructor.

LVRI Lesson Agreement

Fees:

On-Site Private Instruction - \$70.00 for an introductory lesson or \$225 for 4 lessons, unless otherwise agreed upon by both parties and noted below.

Off-Site Private Instruction - \$100.00/lesson or \$350 for 4 lessons, unless otherwise agreed upon by both parties and noted below.

4-Day Day Camp - All 4-day day camps are \$300 per student for 4 days of attendance, unless otherwise advertised, and payment is due at time of booking.

1-Day Day Camp - All 1-day day camps are \$85 per student, unless otherwise advertised, and payment is due at time of booking.

Frequency: All scheduled lessons are to be paid up front on the 1st. New students must pay for lessons at time of booking. Lessons not paid by the 5th will incur a \$25 late fee.

We do not offer refunds or discounts. Lessons paid must be used or forfeited.

Notes: _____

Fees: _____ initial

Cancellations: _____ initial

Any cancellation of a scheduled lesson or appointment requires at least a 24 hour notice either in person, by phone or by text. If Rider fails to provide this notice, LVRI reserves the right to retain the payment for that lesson as a cancellation fee and a makeup lesson will not be given. Rider arrival later than 15 minutes past scheduled lesson time may be considered a cancellation. LVRI reserves the right to retain

the payment for that lesson as a cancellation fee and a makeup lesson will not be given. LVRI reserves the right to cancel or reschedule a lesson at any time for any reason they consider to be unsafe or detrimental to the Rider, the horse, the facility, or the instructor. In this case, a makeup lesson will be discussed.

Weather: _____ initial

In Las Vegas, it is *not uncommon* to have to reschedule lessons due to wind, dust storms, drastic weather changes, or changes in equine temperament or health due to drastic weather changes. While we wish we had control over these circumstances, we *do not ride* if there is *any risk* to horse or rider.

If lessons are to be canceled or delayed due to weather, LVRI will contact the Rider and makeup sessions will be discussed at that point. Rider is NOT to assume that a lesson is canceled due to weather without consulting with LVRI in person by phone or by text and an agreement being made between both parties. Otherwise, LVRI reserves the right to retain the payment for that lesson as a cancellation fee.

Make-Up Lessons: _____ initial

Make-up lessons *must be completed* within **30 days** of the originally missed lesson. Make-up lessons will *always* be due for lessons canceled for any reason Las Vegas Riding Instruction considers to be unsafe or detrimental to the Rider, the horse, the facility, or the instructor. Make-up lessons will *always* be due for lessons missed or canceled with more than 24 hours' notice. Make-up lessons and credits will *not* be offered for short notice (less than 24 hours' notice or no-call, no-show) cancellations by students/parents/clients.

It is the client's responsibility to contact Las Vegas Riding Instruction to schedule their makeup lessons.

*Make-up lessons will expire and **not** be credited after 30 days from the originally missed lesson.*

If Las Vegas Riding Instruction cancels lessons due to non-horse related reasons with less than 24 hours' notice, Las Vegas Riding Instruction will credit that lesson to the following month's tuition in the amount of \$50 per lesson.

Client Information & Signatures

Rider 1: _____ (DOB if minor) _____

Rider 2: _____ (DOB if minor) _____

Rider 3: _____ (DOB if minor) _____

Parent/Guardian of Rider(s) if Minor: _____

Address: _____

Phone Number: _____

E-mail: _____

Emergency Contact: _____

Rider Signature (Guardian Signature if Rider is a minor): _____

Date: _____