

Clarksburg Equestrian Center, LLC

Release and Enrollment Agreement

26315 Haines Rd Clarksburg, MD 20871 301 471-2308

PLEASE READ CAREFULLY BEFORE SIGNING

****CEC kindly asks that only riders under 175lbs register.****

Serious injuries may result from participation in this activity.

CEC does not guarantee your safety.

- A. Registration of Riders and Agreement Purpose: In consideration of the applicable fee and the signing of this agreement, I, the following listed individual, or the parent or legal guardian thereof a minor, do hereby voluntarily request and agree to participate in riding instruction as a student of Clarksburg Equestrian Center, and that this student will either ride his/her own horse, or school horses provided by the Center for instructional purpose. I understand that I am responsible for the entire payment of my series and that my fee will not be prorated or refunded for any reason. We will do our best (but it is not guaranteed) to provide a maximum of two make-up lessons to be done within the quarter missed.

Rider's Name _____

Street Address _____

City, State, Zip _____

Email Address _____

Age _____ Phone Number(s) _____

In Case of Emergency Call _____

Riding experience (pls circle)	None	Walk	Trot	Canter	Jump
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Payments are due in full by the 15th of the month prior to the new quarter.

Quarter Registering for (pls circle)	Spring	Summer	Fall	Winter
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Current lesson day/time _____

Please circle desired program:

Program A: One scheduled group riding lesson per week \$550/quarter (12 lessons)

Program B: One scheduled group riding lesson and one practice ride per week \$1000/quarter

Program C: One scheduled group riding lesson and two practice rides per week \$1300 quarter

Horse desired to lease: _____ 2nd choice _____

Does the rider have any physical and/or mental health conditions, problems, and/or disorders which may affect his/her safety and ability to ride a horse? Yes No If "yes", describe here: _____

- B. Agreement Scope and Territory and Definitions: This agreement shall be legally binding upon me the registered student, and the parents or legal guardian thereof if a minor, heirs, estate, assigns, including all minor children, and personal representative, and it shall be interpreted according to the laws of the state of Maryland and the county of Montgomery. Any disputes by the rider shall be litigated in, and venue shall be Montgomery 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 horses, ponies, or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall refer 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 student rider and the parents or legal guardians thereof if a minor.
- C. Activity Risk Classification: 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 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 School Horses: I UNDERSTAND THAT: Clarksburg Equestrian Center chooses its school horses for their calm disposition and sound basic training as is required for use for student riders yet no riding 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 3.5 to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much 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, bucking, rearing, kicking, biting or running.
- E. Rider Responsibility: 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 largely depends upon his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, including that of an unborn child, if the rider is pregnant. Clarksburg Equestrian Center advises pregnant women not to ride horses.
- F. Conditions of Nature and Inspection of Premises: I UNDERSTAND THAT: Clarksburg Equestrian Center 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, lightening, rain, wind, wild or 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 door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. The rider or parent or legal guardian have inspected Clarksburg Equestrian Center facilities, as have the Montgomery County inspectors, as per our stable license, and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon Clarksburg Equestrian Center's premises.
- G. Saddle Girths/Natural Loosening: I UNDERSTAND THAT: Saddle girths (saddle fasteners around the 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.
- 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.
- I. Protective Headgear Warning: I AGREE THAT: I shall wear protective headgear (equestrian riding helmet) while around and mounted on the animals. I understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death from happening as the result of a fall or other occurrence, but cannot guarantee my safety or that of my child. My child, or I may borrow a helmet from Clarksburg Equestrian Center for our convenience only. Clarksburg Equestrian Center makes no representation or warranties regarding the extent these helmets will protect against injury as a result of any impact, accident or fall. Clarksburg Equestrian Center strongly recommends that you obtain your own properly fitted protective riding headgear meeting current safety standards, and we require that you wear it whenever you ride. Approved headgear is mandatory at any time mounted on a horse at Clarksburg Equestrian Center.
- J. Liability Release: I AGREE THAT: In consideration of Clarksburg Equestrian Center allowing my participation in this activity under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release Clarksburg Equestrian Center, its owners, agents, employees, officers, members, premises owners, affiliated organizations, and insurers from legal liability due to Clarksburg Equestrian Center's ordinary negligence, and I do further agree that except in the event of Clarksburg Equestrian Center's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against Clarksburg Equestrian Center 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 Clarksburg Equestrian Center, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Clarksburg Equestrian Center. Furthermore if any part or parts of this release agreement are determined unenforceable, the remainder shall be in effect to the full extent of the law.

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 relation to the applicant's physical condition, experience and age are true and accurate. Furthermore in case of emergency, when medical personnel are unable to reach a parent or guardian, by signing below, I authorize Clarksburg Equestrian Center to consent on my behalf, to emergency treatment for my child. Below I have provided my medical insurance information.

Signature of rider _____ Date _____

Signature of parent or guardian _____ Date _____

Printed Name _____

Insurance Carrier _____ Phone _____