

WITNESS THIS AGR	EEMENT this	day of	, 20,	by and betwee	en
ANDERSON STABLES, LLC	and its employees.	, hereinafter ref	erred to as	s "Trainer" and	l
, h	ereinafter referred to	o as "Participan	t," and if J	Participant is a	minor,
Participant's parent or guardia	ın.	_		_	

- 1. <u>Payment.</u> Riding Lessons are to be paid in advance of each lesson. If pre-paying for lessons, payment will be due before the first lesson. We accept payment via cash, bank transfer, check, or credit card (online).
- \*If payment is not received at time of lesson, lesson will be canceled and \$20 cancellation fee will be invoiced to Participant. Further lessons will not be scheduled until late fee is paid.\*
- 2. <u>Lesson Fees and Expectations.</u> Lessons are \$65 each. Lessons include 15 minutes of tacking and grooming prior to riding; 30 minutes of on-horse instruction; and 15 minutes of cooldown and tack cleaning after riding. Depending on Participant's age and goals, riding time can fluctuate. Overall instruction time will not exceed one hour; however, participants are encouraged to observe other lessons, spend extra time with their horse, and help other riders on the ground as able.
- \*\*If participant (or guardian) requires additional discussion with trainer (goals discussion, special considerations, etc) it is expected to be brought up ahead of time and will be incorporated into the one-hour schedule. This is specifically in place as to not encroach on follow-on participant or Trainer's schedule/time.\*\*
- 3. <u>Cancellations</u>, <u>Absences</u>, and <u>Re-Scheduling</u>. In the event of your lesson coinciding with poor weather, such as torrential rain, wind, or hail (to a point where the indoor arena is unsafe [due to horses' reactions]) and where riding conditions are considered unsafe, such a lesson will continue as an unmounted session. If other unforeseen circumstances arise (with horse, Trainer, or rider) Trainer reserves the right to turn any mounted lesson into a ground lesson.

If inclement weather (snow, ice, hail, etc) prohibits safe driving conditions (at the discretion of Participant / Guardian) lessons may be canceled without penalty. We understand that weather happens and want everyone to remain safe.

In the event that a Participant needs to reschedule a lesson for any reason such as illness or in an emergency, it is at the discretion of the Trainer and their availability. We will make all attempts possible to try to reschedule a lesson, but please understand that if the riding program is full there may not be available slots to make up a lesson. Only one lesson per month may be rescheduled unless prior arrangements are made. Riders must call to cancel a lesson AT LEAST 24 HOURS in ADVANCE, otherwise it will automatically be considered absence without notice. If you do not call to cancel the lesson, you will not be permitted to make up the lesson and will be deemed as taken and be required to be paid in full.

In the event of an emergency or sickness, please call to cancel the riding lesson as soon as you are aware that you will not be able to attend the lesson but no later than 3 hours prior to your

lesson time. Phone call (with voicemail, as required), text, or email are all appropriate means of cancelling a lesson.

## NOTE

Trainer reserves the right to cancel lessons at any time, without notice (to include once the rider has already arrived) for reasons including, but not limited to: emergencies, horse health, and safety. If Trainer cancels lesson, no fee will be charged and Trainer will make every attempt to reschedule.

- 4. <u>Punctuality</u>. Lesson times are planned and punctuality is expected. Trainer aims to be on time, however with animals there is an element of unpredictability. If the lesson is started late due to unforeseen circumstances the lesson time length will remain as planned. If participant is more than 15 minutes late from the scheduled time, participant will not be permitted to ride/drive and lesson will be deemed as taken and be required to be paid in full. If participant is less than 15 minutes late, lesson will continue, but will end at the scheduled time.
- 5. <u>Instructors and Ponies/Horses.</u> Trainer reserves the right to substitute a riding instructor in the event that their regularly scheduled riding instructor is unable to be present at the lesson. It is the Participant's responsibility prior to entering the lesson area to inform the Trainer of any new medical or physical problem which may impact Trainer's safety or ability to perform correctly during scheduled riding lesson.

There are horses available for each level of riding from the beginner rider to the more advanced rider who needs to be challenged. Beginner horses in our Stables are known for their quiet dispositions to help our beginner riders build confidence and learn the basics of riding. As the rider becomes more comfortable with the basics of riding, they will move to the more advanced horses. These horses will challenge the rider and will take them beyond the basics.

Trainer does not guarantee that the Participant will ride/drive the same horse/pony every lesson, nor do we believe that this is conductive to rider progression; and/or said horse might be ill or have sustained an injury which makes it unable to be utilized. Participants will be allocated a horse that is suitable for their ability.

- \*\*We make every effort to accommodate all riders but strictly adhere to a weight limit for each of our horses. Riders shall weigh no more than 20% of the horse's body weight, not including tack (horse's condition and ability may dictate a departure from this rule, at the trainer's discretion. Due to this, not all riders may be able to ride all lesson horses). This is for the safety of both the rider and horse.\*\*
- 6. <u>Riding Wear.</u> Proper attire must be worn at the barn. Proper attire consists of long pants (jodhpurs, jeans, or breeches), shirt, sturdy over-the-ankle shoes/boots with at least a half inch heel. Participants under the age of 18 must wear an approved riding helmet that fits correctly with an attached chin strap. For participants over the age of 18, a helmet is highly recommended but not required.

Participants are not required to provide their own helmet, but it is advisable and recommended for multiple reasons. We have helmets available for use in the event the © 2022 – Anderson Stables, LLC

Participant does not have his/her own but recommend that each Participant has their own correctly fitting helmet.

Jodhpurs, riding-specific boots, and riding/driving gloves are highly recommended for all participants.

7. <u>Lesson Policy Standard.</u> Anderson Stables, LLC is a show and training stable and is focused on preparing participants for competition whether it be through the academy program or with the goal of owning and showing their own horse. We pride ourselves on fostering a safe and fun, but competitive environment and have structured our lessons accordingly. Lessons may be private or in a group setting depending on participant's experience and skill level (as determined by Trainer).

Trainer feels that it is very important not just to teach riding but to also teach safety, proper grooming techniques, horse handling, and how to properly tack your horse. Good horsemanship skills are essential for anyone handling or riding a horse. Additionally, Trainer has the responsibility of safety for riders, volunteers, and horses at all times; therefore, the Trainer has the right to deviate from the above lesson outline when safety is a concern.

If participant has been in the standard lesson program for a year or more and has not made the commitment to the Academy program, participants on the Academy program wait-list will have priority for lesson times and lesson horse availability.

8. <u>Academy Program.</u> Participants who have demonstrated basic horsemanship and desire to step up to competition are encouraged to join the academy program. In this program participants commit to a minimum lesson requirement and to two shows per year on an Anderson Stables, LLC lesson horse. Participants will be required to demonstrate minimum skills required to navigate in the show ring (at Trainer's discretion) prior to enrolling in the Academy.

For participants competing on the lead, a minimum of one lesson every two weeks is required prior to competing. For participants driving or in walk and trot (ie not on lead) a minimum of one lesson per week is required prior to competing. For those in walk/trot/canter or with goals of competing at Academy Nationals, twice weekly lessons are required.

Regardless of Participant's division and ability, as scheduling allows, all Participants are highly encouraged to take multiple lessons per week.

- 9. <u>Safety</u>. Safety of both horse and participant is of the utmost importance. With this understanding, Trainer reserves the right, in their sole professional judgement, in their own sole discretion, to terminate any lesson to preserve the safety and health of Participant and Horse.
- 10. <u>Important.</u> Parents/Spectators are encouraged to watch Participant's lessons; however, at the suggestion the legal team at UPHA videography will not be allowed without express written permission from Anderson Stables, LLC. In order to preserve Intellectual Property, individuals found filming will be given one warning and then asked to leave the property. After two infringements, violators will no longer be permitted to observe.

Please refrain from talking with participants during their lesson. It distracts the participant and compromises safety.

Cars parked at Anderson Stables, LLC are done so at the Participant's own risk. Anderson Stables, LLC accepts no responsibility.

## NOTE

Anderson Stables, LLC intends to be free of bias, conflict, criticism, or potential threatening actions, ideas, or conversations. We are open and accepting of all religions, beliefs, races, genders, sexual orientations, and nationalities. We do not tolerate violence, harassment, hate speech, or poor sportsmanship. Anyone who does not subscribe to our open and accepting philosophy or found/overheard spreading rumors, lies, hate speech, or other discriminatory behavior will immediately be asked to leave the property. Any remaining balance will be refunded and said individual or entity will not be allowed to return.

- 11. <u>Rules and Regulations</u>. The Participant agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the Participant shall call for the horse(s), such person shall have written authority signed by the Participant to obtain said horse(s).
- 12. <u>Property in Storage on Trainer's Premises</u>. Participant may store certain tack and equipment on the premises with permission of Trainer at no additional charge to Participant. However, Trainer shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Participant's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.
- 13. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Trainer's stable and shall be enforced and interpreted in accordance with the laws of said State. Trainer reserves the right, in their sole professional judgement, in their own sole discretion, to terminate any contract/relationship for any or no cause.

PARTICIPANT (OR AUTHORIZED AGENT)

By
PARTICIPANT'S PARENT OR GUARDIAN (IF PARTICIPANT IS A MINOR)

By
Address:

Telephone:\_\_\_\_\_

14. <u>Enforceability of Contract and Severability</u>. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full

force and effect.