

QUARDREAM EQUESTRIAN CENTRE

R.R. #4 Mount Forest, Ontario N0G 2L0 (519) 323-9848

RIDING INSTRUCTION FORM and INDEMNIFICATION & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. DEATH OR SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. QuarDream Equestrian Centre DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT OF PURPOSE: In consideration of the payment of a fee and the signing of this agreement, I, the following individual listed as "Student", and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student of QuarDream Equestrian Centre and that this student will, today and on all future dates, ride either his/her own horse or a horse provided by QuarDream Equestrian Centre for instruction purpose.

NAME OF STUDENT: _____ **AGE (If Minor):** _____

LEGAL GUARDIAN/PARENT (If Minor): _____

ADDRESS: _____

HOME PHONE #: _____ **WORK:** _____

CONTACT IN CASE OF EMERGENCY (If different from above): _____

EMERGENCY CONTACT #: _____

FAMILY DOCTOR: _____ **MEDICAL #:** _____

LIMITATIONS: Does the Student have any physical or mental health problems which may affect his/her ability to participate in any

equine activity? **(YES or NO)** _____ If **YES**, please describe: _____

HORSEBACK RIDING EXPERIENCE

Have you had more than (10) hours of experience riding a horse? (YES or NO) _____

If yes, please describe: _____

Have you ever received any formal riding instruction? (YES or NO) _____

If yes, how long ago did you receive the instruction? Please describe: _____

What was the duration of the instruction? Please describe: _____

Have you ever had a bad experience or accident involving a horse? (YES or NO) _____

If yes, please describe: _____

Please circle a number below to indicate your comfort level around horses (one (1) is least comfortable and ten (10) is most comfortable).

1 2 3 4 5 6 7 8 9 10

LESSON DAY AND TIME PREFERENCE: Please select 3 days, (specifying acceptable time) in order of preference:

- 1. _____
- 2. _____
- 3. _____

Thank you for your interest in QuarDream Equestrian Centre and our Lesson program. Please feel free to come and see us at any time! We love to have visitors. If you would like to set up an appointment to have a guided tour prior to lesson commencement, please call us at (519) 323-9848 and we would be more than happy to book a tour time for you.

*Regards,
Lori Quarrie*

B. AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS: This agreement shall be legally binding upon me, the registered student, and the parents and/or legal guardians thereof (if minor), my heirs, estate, assigns including all minor children and personal representatives. It shall be interpreted according to the laws of Canada. If any clause, phrase or word is in conflict with the law, then that single part is null and void. The term "Horse" herein shall refer to any equine animal as defined in Ontario Civil Practice or otherwise handling of horses, whether from the ground or mounted and any other equine activity as defined in law. The term "Student" and/or "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground and any participant as defined in law. The term "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 a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non obvious inherent risks always present in such activity despite all safety precautions.

D. NATURE OF HORSES: I UNDERSTAND THAT: 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 the horse to the ground, it will generally be at a distance of 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 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 startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; failing to respond to commands; running into objects or running from danger.

E. STUDENT RIDER RESPONSIBILITY: I UNDERSTAND THAT: The student 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 and calm both around and aboard the moving animal. I agree that the rider shall be responsible for his/her own safety. The student rider is also responsible for wearing proper head protection (as outlined in Section "I"), clothing and footwear.

F. CONDITIONS OF NATURE: I UNDERSTAND THAT: QuarDream Equestrian Centre 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, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run, fly etc. near, or bite or sting a horse or person; irregular footing on indoor and/or 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 the landscape.

G. CONDITIONS OF PREMISES: I UNDERSTAND THAT: In consideration of being permitted to enter for any purposes any restricted area (herein defined as including, but not limited to the arenas, stables, walkways, pens, corrals, fields, training areas, equipment rooms, horse bathing area, office, classrooms and other areas appurtenant to any area where any activity relating to an equine activity shall take place), or being permitted to participate in any way in any equine activity I/we , for myself and my personal representatives, heirs, distributes, guardians, legal representatives, next of kin and assigns, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portion of restricted area or areas and his/her participation, if any, in an equine activity constitutes an acknowledgement that he/she finds and accepts the area as being safe and reasonable suited for the purposes of its use, and he/she further agrees and warrants that if, at any time he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise his/her instructor and will immediately leave the restricted area.

H. EQUIPMENT AND TACK; I UNDERSTAND THAT: In consideration of being permitted to use the equipment and/or tack of QuarDream Equestrian Centre I/we for myself and my personal representatives, heirs, distributes, guardians, legal representatives, next of kin, and assigns acknowledges, agrees and represent that he/she has, or will immediately prior to using such equipment or tack, and will continuously thereafter inspect such equipment and/or tack, and does further warrant that his/her use of such equipment and/or tack constitutes and acknowledgement that he/she finds and accepts such equipment and/or tack as being safe and reasonably suited for the purposes of its use, and he/she further agrees and warrants that if , at any time, he/she feels any equipment and/or tack are unsafe, he/she will immediately advise his/her instructor and will immediately cease using such equipment and/or tack or will immediately correct the condition which makes the equipment or tack unsafe. For example, saddle girths (saddle fasteners around the horse's belly) may loosen during the 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 the saddle and a potential fall from the animal.

I. PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I have been fully warned and advised by QuarDream Equestrian Centre that I should purchase and wear protective headgear. **A CSA APPROVED EQUESTRIAN RIDING HELMET IS STRONGLY RECOMMENDED.** I understand that while the wearing of such headgear is essential, it cannot be responsible for nor prevent injury while mounting, riding, dismounting, and otherwise being around horses in any capacity. **NOTE: ANYONE UNDER THE AGE OF 18 MUST WEAR A HELMET.**

J. ACCIDENTAL/MEDICAL INSURANCE: I AGREE THAT: Should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is _____
My policy number is _____.

K. LIABILITY RELEASE & IDEMNIFICATION: I AGREE THAT: In consideration of QuarDream Equestrian Centre, allowing my participation in any equine activity, I, the student rider and or the parent or legal guardian thereof, if minor, hereby:

1. Release, waive, discharge, hold harmless and covenants not to demand, sue or otherwise claim from QuarDream Equestrian Centre, its premises, owners, affiliated organizations, equine activity sponsor, equine professional, leaser or operator of the equine facility, equine owner or leaser, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasers") from all from all liability to the undersigned, his/her personal representatives, heirs, distributors, guardians, legal representatives, next of kin, and assigns, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property resulting in death of the undersigned, whether caused by the negligence of the Releasers or otherwise while the undersigned is in or upon restricted areas and/ or participating in any equine activity.
2. Agree to indemnify and to hold harmless the Releasers and each of them from any loss, liability, damage, or cost that they might incur due to the presence of the undersigned in or on the restricted area or in any way participating in any equine activity, whether caused by the negligence of the Releasers or otherwise.
3. Assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the Releasers or otherwise while in or on a restricted area and/or wile participating in any equine activity.

I, the student rider, and the parent or legal guardian thereof if a minor, expressly acknowledges and agrees that equine activities are dangerous and involve the risk of serious injury and/or death and/or property damage. I, the student rider, and the parent or legal guardian thereof, if a minor, further expressly agrees that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SIGNER STATEMENT OF AWARENESS

I/WE THE STUDENT RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. THE UNDERSIGNED FURTHER ATTEST THAT ALL THE FACTS RELATED TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE. IF ANY INFORMATION PROVIDED HEREIN CHANGES, THEN I/WE WILL IMMEDIATELY NOTIFY QUARDREAM EQUESTRIAN CENTRE OF SUCH CHANGE IN WRITING.

All riders and parents or Legal Guardians must sign below after reading this entire document.

SIGNATURE OF STUDENT RIDER (if over the age of 12)

DATE

SIGNATURE OF PARENT OR GUARDIAN

DATE