

Take the Lead Academy Liability Waiver



255 East German Lane

Conway, AR 72032

(501) 733-3525

www.TakeTheLeadAcademy.com

Circle One: Horseback Lesson Trail Ride Camp Birthday Party

I have read and understand this contract. Please complete all information in blue or black ink only.

Rider's Name (Please Print)

Date

Age

Birthdate

Guardian's Name (Please Print)

Address

Phone

Phone

City, State, Zip Code

E-Mail

Rider's / Guardian's Signature

This RELEASE FROM LIABILITY is made and entered into on the day in which the initial riding lesson, horseback activity, or related event is conducted by and between Miss Toby Hart and staff, hereinafter designated MANAGER/INSTRUCTOR and the above named RIDER, GROUP, CHURCH, SCHOOL, or if Rider or Riders in a group are minors, Rider's parent/guardian. In return for the use today and on all future days of use involving the property, facilities, and services of the Manager/Instructor and/or the current property landowner, the Rider, his/her heirs, assigns, and legal representatives hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his/her horse, personal property, and himself/herself.
2. **Rider is aware of the following Arkansas law which reads, "WARNING: UNDER ARKANSAS LAW, an equine activity sponsor is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risk of equine activities."**
3. Rider agrees to assume any and all risks involved in or arising from rider's use of or presence upon Manager/Instructor's property and facilities or current landowner'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, and/or the negligence and/or deliberate act of another person.
4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable, and releases 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, costs or expenses arising out of Rider's use of or presence upon Manager/Instructor's property and facilities or current landowner'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 gross negligence of the Manager/Instructor or current property owner.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g., California Civil code

1542) 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.

6. Rider agrees to indemnify and defend Manager/Instructor and/or current property landowner against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arises from Rider's use of or presence upon the Manager/Instructor's property and facilities or current property landowner's property and facilities, or any properties and facilities which are made available by the current property landowner for use by the Manager/Instructor.
7. Rider agrees to abide by all of the Manager/Instructor's rules and regulations, and Rider is responsible for using protective gear, i.e., hard hat, hard sole shoes or boots. If Rider chooses not to wear a hard hat and/or hard sole shoes or boots, the Manager/Instructor and/or current property landowner will be held harmless from any and all claims that may result due to the Rider's decision not to wear protective gear as recommended by the Manager/Instructor.
8. Rider agrees to pay designated costs for riding instruction and agrees to pay beforehand for lesson(s)/class(es) and if Rider becomes late in payment, Rider will be assessed a late charge per lesson/class. If Rider's account becomes more than 30 days delinquent, Rider agrees to pay all costs (collection fees, court fees, lawyer fees) to collect owed monies. In the event of a cancellation, Rider agrees to provide 24-hour notice. Lack of compliance will result in the charge of a fee equal to 50% of the lesson/class fee.
9. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manager/Instructor reserves the right to refuse horse if not in proper health or if deemed dangerous or undesirable. Rider is responsible for all damages caused by Rider's horse.
10. Rider consents to and authorizes the use and reproduction by Take the Lead Academy, LLC of any and all photographs and any other audio/visual materials taken of him/her for promotion and advertising material, educational activities, exhibitions or for any other use for the benefit of the Academy.

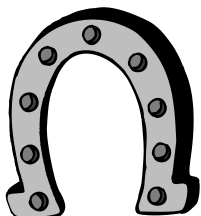
This contract is non-assignable and non-transferable and is made and entered into the State of Arkansas, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's 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.

How did you hear about Take the Lead Academy?

_____ Internet _____ Radio _____ Television

_____ Yellow Pages _____ Flyer/Location of Flyer _____

_____ Other Referred by: _____



HAPPY TRAILS!

