

180 Ranch LLC 15626 Twelve Corners Rd. Garfield, AR 72732 info@180ranchnwa.com

LESSON AGREEMENT & LIABILITY WAIVER

Participant Information

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FULL NAME			DATE OF BIRTH	
STREET ADDRESS				
СІТҮ	STATE	ZIP		
EMAIL	PHONE			
Parent/Guardian Information (if applicable)				
FULL NAME		RELATION	SHIP TO PARTICIPANT	
STREET ADDRESS (IF DIFFERENT FROM ABOVE)				
CITY	STATE	ZIP		
EMAIL	PHONE			
Emergency Contact 1	Emergency Contact 2 (optional)			
FULL NAME	FULL NAME			
RELATIONSHIP TO PARTICIPANT	RELATIONSHIP TO PARTICIPANT			
PHONE	PHONE			

Fees and Payments

180 Ranch LLC requires students to have a credit/debit card on file to be automatically charged monthly. Private lessons are \$240.00 plus tax for one month of weekly, one-hour lessons. Group lessons are \$180.00 plus tax for one month of group lessons.

If payment is not received by the first of the month, the student forfeits their lesson slot. Lessons will not be scheduled or provided until payment is received.

Cancellation and Rescheduling

STUDENT must provide a minimum of 48 hours' notice to cancel or reschedule a lesson. The cost of the lesson cancelled within the appropriate time frame will be credited as a lesson "token," which may be used to schedule a makeup lesson within 30 days of the cancelled/rescheduled lesson. Once the lesson token expires, the student will not receive a makeup lesson or a refund for the cancelled lesson. If STUDENT fails to provide sufficient notice or misses a scheduled lesson without notice, the lesson fee will not be refunded or credited.

If INSTRUCTOR cancels due to illness, inclement weather, or other health or safety concerns, STUDENT will receive a lesson token that does not expire to schedule a makeup lesson.

Attendance

If STUDENT misses scheduled lessons at a rate of two times per month or more over a period of three months, 180 Ranch reserves the right to remove STUDENT from the lesson schedule.

Termination

STUDENT may permanently discontinue lessons with one month's notice prior to next scheduled lesson.

If STUDENT discontinues lessons in the middle of a month already paid for, STUDENT will not receive a refund for remaining lessons missed.

Inclement Weather Policy

In the event of inclement weather, lessons will be moved indoors for a ground lesson. Instructors will communicate inclement weather plans with clients as quickly as possible. Inclement weather events include:

- High winds (gusts above 25 mph)
- Rain
- Thunderstorms
- Cold temperatures (below 32° F)
- Extreme heat (above 100° F)
- Any other extreme weather events that pose a safety concern

If inclement weather makes it unsafe for STUDENT to travel to 180 Ranch, STUDENT will receive a makeup lesson token.

Riding Attire and Safety

STUDENT is required to wear appropriate riding attire, including:

- ASTM/SEI certified riding helmets under 5 years old from manufacture date (required for all riders, no exceptions)
- Long pants

• Closed-toe boots with at least a 1-inch heel to keep feet from sliding through the stirrups (tennis shoes are not acceptable footwear)

Additional Safety Guidelines:

- No long necklaces, dangling earrings, and/or wallet chains may be worn while riding.
- Removal of any additional body piercings below the neck is highly recommended.
- No chewing gum
- Minimum age of students: 6 years old
- Riding while pregnant is strictly prohibited.
- Riding double (more than one person per horse) is strictly prohibited.
- Rider weight limit: 250 pounds
- The student agrees to follow all safety instructions provided by the instructor.
- No dogs allowed on premises.

LIABILITY WAIVER

To participate in horseback riding activities at 180 Ranch LLC, I, the undersigned, hereby acknowledge and agree to the following:

- 1. *Assumption of Risk:* I understand that horseback riding is inherently risky and involves potential hazards, including but not limited to falling off a horse, being kicked or stepped on by a horse, and other dangers associated with horseback riding.
- 2. *Health and Fitness:* I represent that I am in good health and physical condition to participate in horseback riding activities. I am not aware of any medical condition that would prevent me from participating safely.
- 3. *Release of Liability:* On behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I hereby:

a. waive, release, and discharge 180 Ranch LLC, and their agents, officers, and employees from any and all liability for my death, disability, personal injury, property damages, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in in horseback riding activities and other associated activities; and

b. indemnify, save and hold harmless180 Ranch LLC and its agents, officers, and employees from and against any and all claims of any nature including all costs, expenses and fees arising out of or resulting from my actions during this activity.

c. consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity.

This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

- 4. *Insurance:* I understand that 180 Ranch LLC does not carry personal accident or health insurance for participants. I am responsible for providing my own insurance coverage.
- 5. *Rules and Instructions:* I agree to follow all rules, guidelines, and instructions provided by 180 Ranch LLC and its staff while participating in horseback riding activities.

- 6. *Photo and Video Release:* I grant 180 Ranch LLC permission to use photographs and videos of the undersigned taken during participation in horseback riding activities for promotional and marketing purposes.
- 7. *Jurisdiction:* This waiver shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal action arising out of or relating to this waiver shall be filed in the state or federal courts located within the State of Arkansas.

Entire Agreement

This agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings. By signing below, the parties acknowledge that they have read, understood, and agree to adhere to the terms and conditions outlined in this horse lesson agreement.

PARTICIPANT/GUARDIAN SIGNATURE	PARTICIPANT/GUARDIAN PRINT NAME	
DATE		
180 RANCH REPRESENTATIVE SIGNATURE	180 RANCH REPRESENTATIVE PRINT NAME	
DATE		