

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		
CITY	STATE	ZIP
EMAIL	PHONE	
Parent/Guardian Information (if applicable)		
FULL NAME		RELATIONSHIP TO PARTICIPANT
STREET ADDRESS (IF DIFFERENT FROM ABOVE)		
СІТҮ	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. Private lessons are \$65.00 for one hour of private instruction. Group lessons are \$50.00 for one hour of instruction in a group setting. Students using Arkansas Education Freedom Account (EFA) funds will be charged a \$10 office fee per lesson. Lessons will not be scheduled or provided until payment is received.

Students may pay per lesson, or multiple lessons can be purchased at a time and credited to the student's account.

Cancelation and Rescheduling

Student must provide a minimum of 48 hours' notice to cancel or reschedule a lesson.

If the student has prepaid for the lesson, the cost of the lesson canceled within the appropriate time frame will be credited to the next 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 student cancels with sufficient notice, student will not be charged for the lesson. (Exceptions to this policy include sudden illness or emergency.)

If instructor cancels due to illness, inclement weather, or other health or safety concerns, student will not be responsible for payment for that 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 at any time. Any prepaid lessons will be refunded in full.

Inclement Weather Policy

If a lesson is canceled due to weather, student will receive either a refund for the lesson or a credit towards the next lesson payment.

In the event of inclement weather, student may opt for an unmounted lesson conducted safely indoors. Instructors will communicate inclement weather plans with clients as quickly as possible.

Inclement weather events include:

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

Riding Attire and Safety

Students are 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, death, 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 harmless 180 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.

Code of conduct

In order to provide a safe and enjoyable experience for all guests, the following activities are prohibited and will be viewed as trespassing:

- Violations of the law
- Violations of the posted safety rules
- Any activity that threatens the safety of guests, horses, or employees
- Any activity that damages or defaces the property
- Any activity that disturbs a pleasant, family-oriented environment
- Any activity that would disturb riding lessons

Examples of specific activities that are prohibited include but are not limited to:

- Smoking/vaping
- Vulgar language or threatening behavior
- Physical violence
- Possession of drugs or alcohol
- Illegal possession of firearms or weapons

180 Ranch is a privately-owned property. Guests who do not act responsibly may be asked to leave the property. For further assistance, please contact management at (479) 278-1973.

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.

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