

Hoof Beats Horsemanship Program/Student and Volunteer Form

Petaluma, California

Thank you for choosing Hoof Beats Horsemanship Program. We look forward to meeting you and watching your growth and love for horses develop into a lasting relationship. We have enclosed some forms for you to read over concerning safety and some barn rules. There is also an application for you to complete.

Clothing :

Students should come to class in long pants and have a well fitting riding helmet, and a shoe or boot with a flat sole and 1 inch heel for riding (Please no boots with large treads.). Students should also bring a snack and drinks in a cooler. Please be sure to apply all sunblock prior to arrival. If rain is likely, please bring a change of shirt and raincoat, no rain ponchos please. We work rain or shine because the horses still need us to brush, love and feed. Our time in the barn is the foundation to becoming a solid rider. If the weather is extreme we will reschedule the class when time and space allows.

Payments:

Payments are due prior to the first class, we accept cash, checks and credit (3% fee).

Please make checks payable to your instructor. All instructors are independent contractors and can not accept checks made out to Hoofbeats. All no shows are charged full class fee.

Barn Safety:

- 1) Please do not enter any barn or animal enclosure without Jenny or Joy.
- 2) Please do not feed the horses or other animals (some are on special diets).
- 3) Please enter the barn quietly.
- 4) Please do not reach into any stalls or animal enclosures.
- 5) **Please do not bring any pets to the barn.**
- 6) Always wear a helmet when working with the horses on the ground or in the saddle.
- 7) Always wear hard soled shoes with a heel for foot safety.
- 8) Do not run around horses. Horses can react very quickly when it sees movement without seeing the cause of it.
- 9) Do not wear loose jewelry (it can get pulled off or even eaten).
- 10) The barn is only open to you when you have a scheduled class, no drop ins and no visits without prior scheduling is permitted.
- 11) Only one car is permitted on property per student (there are other people boarding horses and they get priority parking). Thank you for your understanding.
- 12) Please refrain from bringing guests to the barn unless it is a scheduled family day.
- 13) Be safe and have fun, always be aware of your surroundings.

I have read and agree with all of the set barn safety rules.

_____ Parent guardian

_____ Signature

Students Name _____

HOOFBEATS STUDENT REGISTRATION

STUDENTS NAME: _____ AGE: _____ WEIGHT: _____
(necessary for horse selection, please be honest)
Male / Female

PARENTS NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TELEPHONE NUMBER: _____ EMAIL _____

OTHER CONTACT NUMBERS: _____

IF I CANNOT BE REACHED IN THE EVENT OF AN EMERGENCY, THE FOLLOWING
PERSON IS AUTHORIZED TO ACT IN MY BEHALF:

NAME: _____

TELEPHONE NUMBERS: _____

RELATION TO PARTICIPANT: _____

PHYSICIANS NAME & TELEPHONE:

ALLERGIES AND/OR MEDICATIONS:

HAS / DOES THE PARTICIPANT: Please answer with YES NO to the following
questions.

1. Had any recent injury, illness, or infectious disease?
2. Ever had problems with joints (knees, ankles, etc.)?
3. Have a chronic or recurring illness / condition?
4. Ever been hospitalized?
5. Have any skin problems (itching, rash, acne, etc.)?
6. Ever had surgery?
7. Have diabetes?
8. Have frequent headaches?
9. Have asthma?
10. Ever had a head injury?
11. Ever been knocked unconscious?
12. Wear glasses, contacts, or protective eye wear?
13. Ever had frequent ear infections?
14. Ever passed out during or after exercise?
15. Ever been dizzy during or after exercise?
16. Ever had seizures?
17. Ever had chest pain during or after exercise?

18. Ever had high blood pressure?

Medical Questions Cont:

19. Ever had back problems?

Please explain any "YES" answers, noting the number of the questions

ADDITIONAL REMARKS:

PLEASE DESCRIBE RIDING EXPERIENCE:

Please bring forms on the first day of class

All forms and waivers/releases must be signed prior to the start of the students first class.

I have included a photo release form, this is not mandatory. If would not like your or your child's photo in news articles, website, Facebook or any other form please do not complete the form.

Liability Waiver

This form must be completed by and for each individual who wishes to participate in mounted activities with Jenny Alphin, Joy Lind, Dan Watts and Samantha Foster Please read this form in its entirety before signing, as we cannot guarantee your safety, and serious injury can result from participation in equestrian activities. I further acknowledge that Joy Lind, Hoof Beats, Jenny Alphin and Marcus Alphin are not responsible for any injuries, damages, losses whatsoever related to their actions, lessons or classes.

Name of stable, name of instructor, and all employees, contract laborers and vendors are hereafter referred to as "THE STABLE."

Name of Rider:

Age (if under 21)

Equine Experience:

Does the rider have any physical or mental health conditions which might affect his/her ability to participate in equine sports

? _____

If yes, describe:

How may THE STABLE assist you with any special needs?

ACCIDENT/MEDICAL INSURANCE: I agree that, in the event of an injury to THE RIDER, my insurance or myself will be responsible for covering any associated costs.

Health Insurance Provider:

Name of Insured:

Group Number:

Identification Number:

Liability Waiver cont:

Either the individual (if over the age of 21) or both parents of the minor child must initial each paragraph:

___/___ REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. In consideration of payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardian(s) thereof If a minor, do hereby voluntarily request and agree to participate in riding instruction as a student at THE STABLE, and that this student will either ride his/her own horse, or school horses provided by THE STABLE, for instructional purposes, today and on all future dates.

___/___ AGREEMENT SCOPE AND DEFINITIONS. This agreement shall be legally binding upon me, the registered student, and the parents or legal guardian thereof. If a minor, my heirs, estate, assigns, including all minor children. and personal representatives; and it shall be interpreted according to the laws of the state and county of THE STABLE'S physical location. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides or handles a horse, mounted or otherwise, or comes near a horse from the ground. The terms "I", "ME" and "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

___/___ACTIVITY AND CLASSIFICATION. I UNDERSTAND THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORTING ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities rank approximately 65th among the activities of people relative to injuries that result in a stay at United States hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

___/___NATURE OF THE STABLE'S LESSON HORSES. I UNDERSTAND THAT: THE STABLE makes every effort to choose lesson horses with calm dispositions and to provide equipment that will ensure the safety of every student. However, there is no such thing as a completely safe horse, and as larger, more powerful animals, horses are capable of causing injury to humans. Falling from the back of a horse, for example, usually involves a distance of three to five feet. Horseback riding is the only sport in which one small prey animal attempts to impose his/her will upon a larger prey animal with neither one completely understanding the other. When horses are frightened or provoked, they occasionally deviate from their training and react according to natural survival instincts. These instincts may include, but are not limited to: stopping, changing directions, shifting weight, bucking, rearing, kicking, biting or running away.

Liability Waiver Cont:

___/___RIDER RESPONSIBILITY. I UNDERSTAND THAT: When a RIDER mounts a horse, he/she assumes control and responsibility for the safety of him/herself as well as that of the horse. This includes an unborn child if the RIDER is pregnant. I agree that the RIDER will be responsible for his/her own safety, and that the RIDER will not ride while pregnant without consulting a physician.

___/___PROTECTIVE HEADGEAR. I UNDERSTAND THAT: THE STABLE has advised me that pursuing mounted and non-mounted activities with horses can result in serious head injury, and that the best way to protect myself is by wearing protective headgear. The quality of the protect headgear is also important, and should comply with ASTM equestrian headgear requirements.

___/___LIABILITY RELEASE. I AGREE THAT: In consideration of THE STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release THE STABLE, its owners, agents, employees, contract laborers, officers, members, premises owners, affiliated organizations, and insurers from legal liability due to THE STABLE'S ordinary negligence, and I do further agree that except in the event of THE STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THE STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THE STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THE STABLE.

All riders and parents/guardians of minor riders must sign this document below.

SIGNER STATEMENT OF AWARENESS. I/WE, the undersigned, have read and do understand this agreement, warnings release and assumption of risk. I/WE further attest that all statements relating to the applicant's physical condition, experience level and relationship to parent or guardian are in fact true and accurate.

SIGNATURE OF RIDER
DATE

PRINTED NAME OF RIDER

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME OF PARENT/GUARDIAN

DATE

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME OF PARENT/GUARDIAN

DATE

_____ (Rider § Name)

Jenny Alphin, or Joy Lind (Horse Owner § Name)

Boarding/Facility Equine Activity Release & Hold Harmless Agreement

I, _____ (Your Name) the undersigned for myself and/or the following minor _____ (Minor § full Name)

have read and understand, and freely and voluntarily enter into this Release Hold Harmless Agreement with Jenny Alphin, Joy Lind, Dan Watts and Samantha Foster understanding that this Release & Hold Harmless Agreement is a waiver of any and all liability (ies).

I am aware that horseback riding, whether it be on the trail or in the arena, as well as associated activities, constitutes risk to the participants, and that such activities involve inherent risks and dangers, including serious injury or death.

I have sufficient experience with horses to understand the unpredictability and potentially dangerous character of horses generally; and I understand that the use, handling, or riding of a horse always involves a risk of bodily injury to anyone who handles or rides horses, as well as the risk of damaging the property of others. I understand that any horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictable at times, based upon instinct or fright, which, likewise, is an inherent risk assumed by me when I am handling or riding a horse. I voluntarily and freely choose to incur such risk or risks and the dangers involved and resulting (also see line item #6).

I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse(s); including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Jenny Alphin, Joy Lind (Horse Owner § name)

I understand and recognize and warrant that this Release & Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release & Hold Harmless Agreement I know and understand that this Release & Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

I further voluntarily agree to warrant to Release & Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional §(s) negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of the horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional § directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

I release Jenny Alphin, Savannah Palmer, Dan Watts and Samantha Foster its owners, agents, employees, successors from any and all liability, claims, demands, actions, and causes to action whatsoever arising out of any damages, both in law and in equity in any way resulting from personal damage sustained by me arising out of horseback riding or using the facilities. I expressly waive all claims that I may have against Jenny Alphin, Joy Lind, Dan Watts and Samantha Foster and its affiliates for each and all the foregoing. The foregoing RELEASE by me from liability includes any losses, damages or injuries resulting to me or any minor for whom I've RELEASED

CONT:

(by signing this form), from the negligence of Hoofbeats or their agents and from any negligent cause controlled by any of them.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of California and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of California and shall be within the jurisdiction of its Courts.

If adult, person voluntarily entering into this Release & Hold Harmless Agreement:

Your Signature

Your Printed Name

Date

If minor, person representing himself/herself as the Lawful Guardian under this Agreement:

Your Signature

Your Printed Name.

Date

Jenny Alphin

All riders must wear a helmet. No helmet no ride. Ride without a helmet and you will be suspended from riding in the future.

Address:

1180 Stage Gulch Rd, Petaluma, CA 94954

Joy Lind cell - 480-707-2865

Jenny cell - 707-292-7289

Gate code= 53597#

This is a private residence so please come directly into the barn. Thank you for respecting Dan and Samantha's (owners of the property) privacy. Please do not park in front of the barn or the house, park on the left hand side of the driveway. Thank you so much :)

PLEASE DRIVE SLOW 5MPH. THERE ARE HORSES, DOGS AND PEOPLE ON THE PROPERTY. NO SPEEDING IS TOLERATED. THANK YOU FOR HELPING KEEP EVERYONE SAFE.

PLEASE LET ME KNOW IF YOU NEED FURTHER ASSISTANCE WITH DIRECTIONS.

SEE YOU AT THE BARN :)

Jenny

PLEASE DO NOT LINGER IN FRONT OF THE BARN OR PLAY ON THE SWING. THIS IS THE HOME OWNERS PROPERTY. ALL STUDENTS SHOULD BE DROPPED OFF IN THE BARN FOR THEIR LESSON. PLEASE ARRIVE NO EARLIER THAN 15 MINUTES PRIOR TO YOUR LESSON TIME. CHILDREN MUST BE WITH AN ADULT AT ALL TIMES.