

Warning - Under Alabama Law, an equine activity sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

Dixon Stables Lesson Contract and Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOU or YOUR CHILD'S PARTICIPATION IN THIS ACTIVITY. DIXON STABLES DOES NOT GUARANTEE YOUR SAFETY. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE: _____ initial

In consideration of the payment of a fee and the signing of this agreement, I, the rider or the parent of the minor(s) listed on this registration form, do hereby voluntarily request and agree to my or my child(ren)'s participation in riding, at Dixon Stables, and that this RIDER will either ride his/her own horse, or facility horses provided by Dixon Stables for instructional purpose today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: _____ initial

This agreement shall be legally binding upon the registered RIDER and the parents or legal guardians 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 State of Alabama and Limestone County. Any disputes the rider shall be litigated in, and venue shall be in Limestone County. 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 of horse or ponies, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I" shall herein refer to the student or parent of the registered student.

C. ACTIVITY RISK CLASSIFICATION: _____ initial

I understand that horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT 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 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries CAN BE severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF DIXON STABLES HORSES: _____ initial

I understand that Dixon Stables assigns their lesson horses for their calm dispositions and sound basic training and tries to the best of their ability to match a horse to the riders skill level. Yet, no riding horse is completely safe. 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 horse to ground it will generally be a distance of from 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 larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting or running from any perceived danger.

E. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: _____ initial

I understand that Dixon Stables 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, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person; and irregular footing on out-of-doors groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I have inspected Dixon Stable's facilities and am satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence upon Dixon Stable's premises.

F. SADDLE GIRTHS/NATURAL LOOSENING: _____ initial

I understand that Saddle girths (saddle fasteners around horse's belly) may loosen during a 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 saddle and a potential fall from the animal.

G. ACCIDENT/MEDICAL INSURANCE: _____ initial

I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

H. ASTM APPROVED PROTECTIVE HEADGEAR IS REQUIRED for 17 years old and under: _____ initial

I agree to wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. It will be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. Instructor will provide approved headgear in the case of the Rider not possessing his or her own personal headgear.

I. LIABILITY RELEASE: _____ initial

I agree that in consideration of Dixon Stables allowing myself or my child's participation in these riding activities, under the terms set forth herein, I, the rider or the parent, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Dixon Stables, its owners, trainers, instructors, interns, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Dixon Stable's and/or IT'S ASSOCIATES ordinary negligence; and I, the rider or the parent, do further agree that except in the event of Dixon Stables' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Dixon Stables and IT'S ASSOCIATES as stated above in this clause, for any economic and 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 Dixon Stables, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Dixon Stables, or participating in any of its associated activities, whether on or off the premises of Dixon Stables.

J. RIDER RESPONSIBILITY: _____ initial

I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety depends upon his/her ability to follow simple instructions, his/her ability to remain balanced aboard the moving animal, and the adherence to Dixon Stables' safety instruction whether written or oral, which I agree to inquire about and learn before engaging in or continuing with any riding activity. It is the responsibility of the RIDER or parent/guardian of the rider to inform Dixon Stables of the riders current riding experience, skill level and concerns prior to participating in each and every equine activities with Dixon Stables.

K. PHOTO RELEASE: _____ initial

I will receive written permission from Dixon Stables prior to using any pictures taken on or of Dixon Stables facilities and or functions for physical or digital display, distribution, promotions or advertising.

L. DEFAULT _____ **initial**

Any breach of the terms of this agreement will render the Rider in default of this agreement. Dixon Stables and Lisa Musto will have the right to recover any fees and expenses incurred as a result of such default or breach including attorney fee's and any legal remedies available to them under current Alabama or other applicable local laws.

M. NOTICE OF TERMINATION _____ **initial**

The Rider agrees to give at least thirty (30) days notice to Lisa Musto should the Rider choose to discontinue lessons.

M. SEVERANCE _____ **initial**

Lisa Musto and Dixon Stables reserves the right to deny any activity at any time for any reason they deem unsafe or detrimental to the Rider, the horse, the facility or the instructor .

Lisa Musto Lesson Agreement

If taking lessons with Lisa Musto, check here and initial below

Fee's:
Private Instruction - \$ _____ / hour once weekly unless otherwise agreed upon by both parties and noted below.
Group Instruction - \$ _____ / hour once weekly unless otherwise agreed upon by both parties and noted below.

Frequency:

Fee's are due monthly and will be paid in advance of the month of the actual lessons.

Notes: _____

Times: _____ initial

Lessons will take place as scheduled every week, day and time as agreed upon by both parties and noted below.

Scheduled Week: _____

Scheduled Day: _____

Scheduled Time: _____

Cancellations _____ initial

Any cancellation of a scheduled lesson or appointment requires at least a 24 hr. notice either in person, by phone or by text. If rider fails to provide this notice, Lisa Musto reserves the right to retain the payment for that lesson as a cancellation fee and a makeup lesson will not be given.

Rider arrival later than 30 minutes past scheduled lesson time may be considered a cancellation. Lisa Musto reserves the right to retain the payment for that lesson as a cancellation fee and a makeup lesson will not be given.

Lisa Musto and Dixon Stables reserves the right to cancel or reschedule a lesson at any time for any reason they consider to be unsafe or detrimental to the Rider, the horse, the facility or the instructor. In this case, a makeup lesson will be discussed.

Weather: _____ initial

If lessons are to be cancelled or delayed due to weather, Lisa Musto will contact the Rider and makeup sessions will be discussed at that point. Rider is NOT to assume that a lesson is cancelled due to weather without consulting with Lisa Musto in person by phone or by text **and** an agreement being made between both parties. Otherwise, Lisa Musto reserves the right to retain the payment for that lesson as a cancellation fee.

Rider is 18 or older Rider is UNDER 18

Rider Signature or Guardian Signature (If Rider is a minor.)

Date of Signature

Rider Name

Parent Name
If rider is minor

Address

Dixon Stables or Instructor Signature

Date of Signature

City State Zip Code

Minor's DOB Phone Number

E-mail Address