

Youth Day Camp Agreement

Jennifer Gaudes



Sun Fire Stables of Waterford, LLC
 33822A Hwy 20
 East Troy, WI 53120
 262-514-2797
 www.sunfirestables.com

Certified Instructor
 262-210-7297
 horseaholic73@hotmail.com

Please circle requested session:

1 2 3 4 Mini Camp* 5 6 7 8 9 10 Date: ____/____/____ - ____/____/____

Time: 8am – 12 pm Monday- Friday *Mini Camp is 8am – 12pm Wednesday-Friday

Please dress appropriately and provide drink and snack

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your participation in this activity. Said stable or instructor does not guarantee your safety.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE-

In consideration of the payment of a fee and the signing of this agreement, I the following listed individual/s, and the parents or legal guardians thereof if a minor, do hereby agree to receive from said stable and instructor/s a week long day camp session of horse handling and/or riding or driving instruction on or with one or more of stable owned or used horse/s, on or with equipment owned by or used by said stable.

STUDENT NAME	AGE	EXPERIENCE (check one)	Allergies, medications, needs care, etc..
_____	_____	_____ Beginner (under 10 hrs)	_____
		_____ Intermediate (10 - 50 hrs)	_____
		_____ Advanced (over 50 hrs)	T-shirt Child Size: S M L
			Adult Size: S M L XL

Does the student have any physical or mental health conditions, problems and/or disabilities which may affect his/her ability to ride a horse? (circle one) YES NO

If "yes" describe in detail: _____

STUDENT NAME	AGE	EXPERIENCE (check one)	Allergies, medications,needs care, etc..
_____	_____	_____ Beginner (under 10 hrs)	_____
		_____ Intermediate (10 - 50 hrs)	_____
		_____ Advanced (over 50 hrs)	T-shirt Child Size: S M L
			Adult Size: S M L XL

Does the student have any physical or mental health conditions, problems and/or disabilities which may affect his/her ability to ride a horse? (circle one) YES NO

If "yes" describe in detail: _____

STUDENT NAME	AGE	EXPERIENCE (check one)	Allergies, medications,needs care, etc..
_____	_____	_____ Beginner (under 10 hrs)	_____
		_____ Intermediate (10 - 50 hrs)	_____
		_____ Advanced (over 50 hrs)	T-shirt Child Size: S M L
			Adult Size: S M L XL

Does the student have any physical or mental health conditions, problems and/or disabilities which may affect his/her ability to ride a horse? (circle one) YES NO

If "yes" describe in detail: _____

Emergency contact #1: _____ relationship to student _____ Phone #: _____

Emergency contact #2: _____ relationship to student _____ Phone #: _____

Write Initials below after reading each section. Parents or guardians must also initial.

B. DEFINITIONS

- (1) The term "Day Camp Session" herein shall refer to handling, ground work, riding and/or driving of stable owned or used horse(s) by student and/or instructor for the purpose of education. Day Camp sessions are 8am – 12 noon for 1 week (Monday-Friday)
- (2) The term "Student" refers to the person/s receiving Lessons as listed above.
- (3) The term "Stable" refers to the above listed stable
- (4) The term "instructor" refers to the above listed name

C. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS-

This agreement shall be legally binding upon me 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 the state and county in which THIS STABLE'S physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. 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 the horse/s described in page 1 of this agreement. The term "RIDER" shall herein refer to the listed rider on page 1 of this agreement who rides, handles, or comes near the HORSE. The term "INSTRUCTOR" shall herein refer to instructor listed on page 1 of this agreement. The term "Day Camp Session" herein shall refer to ground and mounted instruction given to the RIDER by the instructor in exchange for money or an agreed upon barter. The terms "I", "ME", "MY", shall herein refer to the above listed rider and the parents or legal guardians thereof if a minor.

Please initial _____

D. ACTIVITY RISK CLASSIFICATIONS-

I understand that: horseback riding is classified as RUGGED ADVENTURE RECREATIONAL 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 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 on other activities. I/WE further understand that applicant/s may have mounted or ground lessons that may encounter one or more of the following but not limited to: woods, rough terrain, hills, water, jumps, traffic, wild animals, and other horses.

Please initial _____

E. NATURE OF STABLE HORSES-

I understand that: INSTRUCTOR follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3.5 to 5.5 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 another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of each 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; Rearing; Bucking; Kicking; Biting; or Running from danger.

Please initial _____

F. Terms of Payment

In consideration of the payment of a fee and the signing of this Agreement, I the following listed individual, do hereby agree to receive from the Instructor a lesson.

The Student shall pay a fee of \$175 per youth day camp session, payable as follows: (Specials: \$160/session/student for 2 or more camps)

- (1) \$50 nonrefundable down payment camp reservation due prior to first day of Day Camp Session**
- (2) Balance payment (\$125) is due and payable on the first day of Day Camp Session.
- (3) Payment is due for cancellations of less than 1 day prior to session start with the exception of outdoor sessions in sudden inclement weather and sudden injury to horse(s).

G. Instructor Responsibilities

- (1) Instructor shall fulfill the duties in a manner consistent with good and safe basic riding/driving practices and instruction consistent with The American Horse Show Association, the county of Racine, and in the state of Wisconsin.
- (2) The Student reserves the right on riding or driving style preference if available.

H. Terms of Termination

The term of the Agreement shall be session to session basis. Either party may terminate Agreement given 3 days written or verbal notice, provided a final accounting by the Instructor is presented and all payments have been made by Student.

L. Indemnification

Owner/Student agrees to indemnify Trainer/Instructor unless otherwise provided by insurance against all liability or claims, demands, and costs for or arising out of this Agreement unless by the gross negligence of Trainer/Instructor.

J. Protective Headgear Offering

I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by Instructor or have provided for myself protective headgear. Student understands that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death as the result of a fall or other occurrence. It is understood that Instructor provided headgear may not be of perfect fit for each Student head, and that once provided I/WE will be responsible for securing the helmet on Student head at all times. Minors **MUST** wear protective headgear. Adults mark an "X" below in the box before the statement which Student agrees to:

() PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which Instructor provides.

() PERSONAL PROTECTIVE HEADGEAR: I/WE will provide MY/OUR own headgear. I/WE accept full responsibility for MY/OUR safety in this decision.

K. Binding Affect

- (a)The parties hereto agree that this Agreement shall be binding on their respective heirs, estate, successors and assigns.
- (b) Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitled the wronged party to reasonable attorney fees and court costs related to such breach.
- (c) This Agreement shall be interpreted according to the laws of the state of Wisconsin, and in Racine county. . Any dispute by the Student shall be litigated in and venue shall be the county in which this facility is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

In accordance with the Wisconsin Law relating to the limitation of civil liability regarding equine activities: **"NOTICE: A person who is engaged for the compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481 (1) (e) of the Wisconsin Statutes."**

(d) This Agreement contains the final and entire agreement between parties and neither they nor their agents shall be bound by any terms, conditions, or representatives unless amended to this Agreement and initialed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

READ CAREFULLY BEFORE SIGNING

Student or legal guardian

Instructor

Signature

date

Signature

date

address

Jennifer Gaudes
33725 Hwy 20
East Troy, WI 53120
262-210-7297

city, state, zip code

phone #1

phone #2

e-mail