

Bethpage Equestrian Center Inc.

499 Winding Road

Old Bethpage, NY 11804

Camp and Riding Instruction Agreement and Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING

Please Initial EVERY Page!

Serious injury may result from you/your child's participation in this activity.

Bethpage Equestrian Center Inc. cannot guarantee your safety.

- A. Registration of Riders/Instructors/Trainers/Grooms and Agreement Purpose: In consideration of the payment of a fee and signing of this agreement, I/we, the parents of the minors listed on the registration form do hereby voluntarily request and agree with my/our child(ren)'s participation in riding at Bethpage Equestrian Center Inc., and this STUDENT/INSTRUCTOR/TRAINER/GROOM will either ride his/her own horse, or school horses provided by Bethpage Equestrian Center Inc., for instructional purpose/exercise/training/maintenance; today and on all future dates.
- B. Agreement Scope and Territory and Definitions: This agreement shall be legally binding upon the registered STUDENT/INSTRUCTOR/TRAINER/GROOM, and/or the parents or legal guardians thereof if a minor, their heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of New York State and Nassau County. Any disputes with the rider/instructor/trainer/groom shall be litigated in, and venue shall be in, Nassau 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 after shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horse, ponies, zebras, mules, or donkeys, whether from the ground or mounted. The terms "CAMPER and/or RIDER and/or INSTRUCTOR and/or TRAINER and/or GROOM" shall herein after refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I/WE" shall herein refer to the riding school student/instructor/trainer/groom or parents of the registered student on the opposite side.

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- C. Activity Risk Classification: I/WE 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.
- D. Nature of Bethpage Equestrian Center Inc.'s Horses: I/WE UNDERSTAND THAT: Bethpage Equestrian Center Inc. chooses its horses for their calm dispositions and sound basic training as is required for use for STUDENT RIDERS/INSTRUCTORS/TRAINERS/GROOMS and Bethpage Equestrian Center Inc. follows a rigid safety program. Yet, no riding horse is a completely safe horse. 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 a horse to ground it will generally be a distance of from 3 to 5 feet, and the impact may result in injury to the rider/instructor/trainer/groom. Horseback riding is the only sport where one 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 danger.
- E. Withholding; Other Benefits: Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. INSTRUCTOR/TRAINER/GROOM shall be solely responsible for reporting and paying any such taxes. Bethpage Equestrian Center Inc. shall not provide INSTRUCTOR/TRAINER/GROOM with any coverage or participation in Bethpage Equestrian Center Inc.'s accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, workmen's compensation, or other fringe benefits provided to regular employees.
- F. Independent Contractor Status: INSTRUCTOR/TRAINER/GROOM acknowledges that he/she is an independent contractor and is not an agent, partner, joint venturer nor employee of Bethpage Equestrian Center Inc. INSTRUCTOR/TRAINER/GROOM shall have no authority to bind or otherwise obligate INSTRUCTOR/TRAINER/GROOM in any manner nor shall INSTRUCTOR/TRAINER/GROOM represent to anyone that it has a right to do so. INSTRUCTOR/TRAINER/GROOM further agrees that in the event that the Bethpage Equestrian Center Inc. suffers any loss or damage as a result of a violation of this provision INSTRUCTOR/TRAINER/GROOM shall indemnify and hold harmless Bethpage Equestrian Center Inc., and any related entities, and from any such loss or damage.

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G. REPRESENTATIONS OF WARRANTIES OF CONTRACTOR:

INSTRUCTOR/TRAINER/GROOM represents and warrants to Bethpage Equestrian Center Inc. that there is no employment contract or other contractual obligation to which INSTRUCTOR/TRAINER/GROOM is subject which prevents the INSTRUCTOR/TRAINER/GROOM from entering into this Agreement or from performing fully INSTRUCTOR/TRAINER/GROOM's duties under this Agreement.

H. Conditions of Nature and Inspection of Premises: I/WE UNDERSTAND that Bethpage Equestrian Center Inc. 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, and irregular sound, or changes in landscape. We have inspected Bethpage Equestrian Center Inc.'s facilities and are satisfied that all premise conditions are reasonably safe for riders intended purpose, usage, and presence upon Bethpage Equestrian Center Inc.'s premises.

I. Saddle, Girths/Natural Loosening: I/WE 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 horse.

J. Accident/Medical Insurance: I/WE (riders/parents/legal guardian/instructors/trainers/grooms) AGREE that: Should emergency medical treatment be required, I/WE and/or my own accident/medical insurance company shall pay for all such incurred expenses.

K. ASTM Approved Protective Headgear is Required: I/WE AGREE: To purchase or borrow from Bethpage Equestrian Center Inc. protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD D 116:3 Equestrian Helmet. It will be worn while riding and being near horses and WE do understand that the wearing of such headgear at these times may reduce the severity of some of the wearers head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences.

[] PROTECTIVE HEADGEAR ACCEPTANCE: I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH STABLE PROVIDES.

[] PROTECTIVE HEADGEAR REFUSAL: I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY OWN. I/WE WILL ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

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- L. Liability Release: I/WE AGREE THAT: In consideration of this program, allowing myself or our child's participation in these riding activities, under the terms set forth herein, I or WE – the parents, for ourselves and on behalf of our child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Bethpage Equestrian Center Inc., its owners, officers, directors, agents, employees, 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, uses of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Bethpage Equestrian Center Inc.'s and/or its Associates ordinary negligence; and I or WE, the parents, do further agree that except in the event of Bethpage Equestrian Center Inc.'s gross negligence and willful and wanton misconduct, "WE" (rider/parent/legal guardian/family/instructor/trainer/groom) shall not bring any claims, demands, legal actions and causes of action, against Bethpage Equestrian Center Inc., its 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 Bethpage Equestrian Center Inc. to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Bethpage Equestrian Center Inc., or participating in any of the school activities, whether on or off the premises of Bethpage Equestrian Center Inc.
- M. Photo Release: I/WE give our permission for Bethpage Equestrian Center Inc. to use any photos and/or videos of myself/our child(ren) for any photographic and/or video graphic materials.
- N. I/WE acknowledge and understand that all lesson instructors and/or trainers are Independent Contractors operating independently of Bethpage Equestrian Center Inc.. I/WE acknowledge and understand that Bethpage Equestrian Center Inc. does not offer refunds and that lesson packages expire 6 months after date of purchase.

**RIDERS OVER 18 OR PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW
AFTER READING THIS ENTIRE DOCUMENT:**

SIGNER STATEMENT OF AWARENESS

I/WE, the undersigned, have read and do understand the foregoing agreement, warnings release and assumption of risk. We further attest that all facts relating to the rider's physical condition, experience, and age are true and accurate.

NAME _____ **DATE** _____

ADDRESS _____

TELEPHONE _____

EMERGENCY CONTACT _____

SIGNATURE OF RIDER OR PARENTS IF RIDER IS UNDER 18
