

# SPRING DOWN EQUESTRIAN CENTER



## APPLICATION FOR ENROLLMENT AND LESSON CONTRACT

I \_\_\_\_\_ WISH TO ENROLL FOR LESSONS  
(PRINT FULL NAME)

HOW DID YOU HEAR ABOUT SPRING DOWN EQUESTRIAN CENTER?

Yellow Pages  Internet  Friends  Camp Programs  Park & Rec.  Other \_\_\_\_\_  
Please specify

IN ORDER TO ASSIGN YOU A HORSE AND SADDLE, PLEASE GIVE:

AGE \_\_\_\_\_ HEIGHT \_\_\_\_\_ WEIGHT \_\_\_\_\_ SHOE SIZE \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_  
(If under 18)

<p>INITIAL _____</p> <p>DATE _____</p> <p><b>Initial and date here that you have read and understand the cancellation, payment and "no show" policy</b></p>	<p style="text-align: center;"><b>CANCELLATION AND PROMPT PAYMENT POLICY</b></p> <ol style="list-style-type: none"><li>1. ALL FEES ARE PAYABLE IN ADVANCE. NO RIDERS WILL BE ALLOWED TO CONTINUE LESSONS IF FEES ARE NOT PAID.</li><li>2. A MIIMUM OF 24 HOURS NOTICE MUST BE GIVEN TO CANCEL OR THE LESSON WILL BE CHARGED IN FULL.</li><li>3. ANY LESSON WHERE YOU "NO SHOW", WILL BE CHARGED IN FULL PLUS TACK AND UNTACK COSTS IF WE WERE REQUIRED TO DO SO</li><li>4. ANY LESSON NOT PAID FOR ON THE DAY OF LESSON WILL REQUIRE A \$10 OFFICE FEE WHEN PAID.</li><li>5. SPECIAL DISCOUNTED LESSON PACKAGES PAID IN ADVANCE ARE NON REFUNDABLE</li></ol>
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### RIDER'S CONTACT INFORMATION:

*(PLEASE REMEMBER TO KEEP US UP TO DATE ON HOW TO REACH YOU)*

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK/CELL PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

### RIDER'S HISTORY:

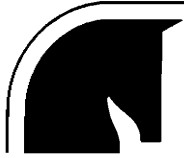
How many years have you been riding regularly? \_\_\_\_\_

What styles and types of riding have you done in the past? (e.g., Dressage, Trail Rides, Western pleasure, Hunter/jumper) \_\_\_\_\_

**IF RIDER IS OVER 18, PLEASE SIGN HERE:** \_\_\_\_\_

**IF RIDER IS UNDER 18, PARENT SIGNATURE HERE:** \_\_\_\_\_

**PRINT PARENTS NAME PLEASE:** \_\_\_\_\_



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EMERGENCY MEDICAL INFORMATION

PRIMARY CARE PHYSICIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_

INSURANCE CARRIER: \_\_\_\_\_ POLICY#: \_\_\_\_\_

NAME OF POLICY HOLDER: \_\_\_\_\_ RELATION TO PATIENT: \_\_\_\_\_

PREFERRED HOSPITAL: \_\_\_\_\_

(In case of emergency)

Does your child have any disabilities, present injuries, health limitations, or medical conditions? (circle) Yes No

If Yes, please clarify \_\_\_\_\_

PERSONS TO CONTACT IN AN EMERGENCY

\_\_\_\_\_  
Home: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Work: \_\_\_\_\_

\_\_\_\_\_  
Home: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Work: \_\_\_\_\_

ADULT CONSENT FORM (RIDERS 18 & OVER)

I \_\_\_\_\_, do hereby give my consent to **SPRING DOWN EQUESTRIAN CENTER** and any of it's employees or representatives to have myself treated by any physician or surgeon in case of sudden illness or injury while at **SPRING DOWN EQUESTRIAN CENTER**.

X \_\_\_\_\_

MINOR CONSENT FORM (RIDERS UNDER 18)

I, \_\_\_\_\_, do hereby give my consent to **SPRING DOWN EQUESTRIAN CENTER** and any of it's employees or representatives to have my child treated by any physician or surgeon in case of sudden illness or injury while at **SPRING DOWN EQUESTRIAN CENTER**.

X \_\_\_\_\_



## APPLICATION FOR ENROLLMENT AND LESSON CONTRACT

### **THIS DOCUMENT LIMITS OUR LEGAL LIABILITY PLEASE READ IT**

#### **Why Horses Can Be Dangerous**

Domesticated, well-trained horses are usually obedient, docile and affectionate. However, they are instinctively “flight animals,” and their natural instincts and size can be dangerous to people. For example:

1. Horses are unpredictable, with minds of their own, and they are often somewhat high strung or nervous.
2. Horses are very strong and powerful, and they are extremely heavy, weighing from 600 to 1300 pounds on average.
3. When a horse is frightened, stressed or feels threatened, it may:
  - Suddenly jump forward or sideways, knocking down or running into people or obstacles.
  - Run away at speeds up to 35 miles per hour.
  - Buck or rear up in a way that could throw a rider to the ground or into an obstacle.
  - Bite or kick.

#### **Safe Behavior Around Horses**

To help prevent injuries and/or death, I agree to follow carefully all instructions given to me by Spring Down regarding horse behavior and handling. I agree to follow carefully all Spring Down rules and to use tack and other equipment only as directed by Spring Down.

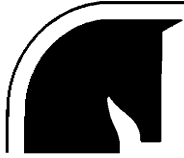
#### **Safety Attire**

While involved in horse-related activities, I agree to wear the following safety equipment to help prevent injuries and/or death.

- A properly fitted ASTM certified helmet fastened securely under the chin. If I do not have a helmet, I can ask Spring Down to provide one for me.
- Hard-soled, low-heeled shoes or boots.
- Gloves designed for riding.
- Long pants and shirts with long sleeves.

#### **Release, Hold Harmless and Indemnification Agreement**

I understand that horse-related activities are inherently dangerous and I expressly assume the risks associated with visiting Spring Down Equestrian Center which is operated by Spring Down Equestrian Center, Inc. a California Corporation (“Spring Down”) and handling, caring for and riding horses through Spring Down. I understand that horses are inherently unpredictable animals and even the most docile horse (“horses” includes ponies) may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure me or others. I expressly assume all risks of visiting Spring Down and engaging in horse-related activities through Spring Down, including the risk that Spring Down or Goodstein Family Partners, LP, a California limited partnership and/or their owners, shareholders, partners, officers, directors, employees, contractors or agents (collectively, the “Spring Down Parties”) may be negligent. Personal property on the Spring Down premises, including automobiles, is subject to theft, damage or loss. Accordingly, I agree upon behalf of myself, my heirs, guardians and legal representatives, not to sue the Spring Down Parties or otherwise make a claim against the Spring Down Parties, and I release the Spring Down Parties, in connection with any injury or death occurring on the Spring Down premises or in connection with any Spring Down activities, or in connection with any damage to or loss of personal property. In addition, I will defend, indemnify and hold the Spring Down Parties harmless against all claims, demands, and causes of action, including without limitation court costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for my benefit. This release and hold harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the Spring Down Parties) or otherwise.



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**Waiver of Unknown Claims**

I expressly waive any benefits I may have under section 1542 of the California Civil Code relating to the release of unknown claims:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

**Release and Hold Harmless Agreement for Parents or Guardians**

We are the lawful parents or guardians of \_\_\_\_\_ (name of child) and have all legal rights to sign this agreement on behalf of our child and ourselves. Accordingly, we have reviewed the risks that our child will be undertaking in visiting Spring Down and engaging in horse-related activities through Spring Down, including the risk of negligence. Personal property on the Spring Down premises, including automobiles, is subject to theft, damage or loss. We expressly agree, on behalf of ourselves, our child, our child’s heirs and legal representatives to assume these risks and not to sue the Spring Down Parties or otherwise make a claim against such parties, and we release the Spring Down Parties, in connection with any injury or death occurring on the Spring Down premises or in connection with any Spring Down activities, or in connection with any damage to or loss of personal property. In addition, we will defend, indemnify and hold the Spring Down Parties harmless against all claims, demands, and causes of action, including court costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for our benefit or our child’s benefit. This release and hold harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the Spring Down Parties) or otherwise.

Date: \_\_\_\_\_, 20\_\_\_\_.

Rider IF OVER 18:

Parents IF RIDER UNDER 18:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

(print): \_\_\_\_\_

(print): \_\_\_\_\_