

XTREME TEAM STABLES

XTREME TEAM RIDERS
35422 DRY ROAD*ALBEMARLE, NC* 28001-9767

RIDING INSTRUCTIONS, IDEMNIFICATION & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. DEATH OR SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY AS WELL AS ANY OTHER ACTIVIYT. XTREME TEAM STABLES OR RIDERS DOES NOT GUARANTEE YOUR SAFETY.

Initials _____ 1. Registration of Riders and Agreement Purpose

In consideration of the payment of a fee an and the signing of this agreement, I, the following individual listed as "Student", and the parent or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in riding instruction as a student of XTreme Team Stables by an XTreme Team Rider and that this student will, today and on all future dates, ride either his/her own horse or a horse provided by XTreme Team Stable for instruction purpose.

Student: _____ Age (If Minor): _____

Legal Guardian/Parent (If Minor): _____

Address: _____ City: _____ State: _____

Home Phone :(____) _____ Email: _____

Contact In Case Of Emergency: (Name, address, phone number): _____

Weight: Do you weigh more than 240 pounds? Yes or No

Limitations: Does the student have any physical or mental health problems which may affect his/her ability to participate in any equine activity? Yes or No. If yes, please explain: _____

Horse Riding Experience:

Have you had more than 12 hours of experience riding a horse? Yes or No

Have you ever received any formal riding instruction? Yes or No. If yes, explain. _____.

Have you ever had a bad experience of accident involving a horse? Yes or No. If yes explain. _____.

Are you nervous or uncomfortable around a horse? Yes or No. If yes, explain _____.

If you are nervous, are you most nervous on the ground near a horse or when on a horse's back? _____

Please circle a number below to indicate your comfort level around horses (1 is least comfortable and 10 is most comfortable) 1 2 3 4 5 6 7 8 9 10

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Initials _____ 2. Agreement Scope, Governing Law and Definitions

This agreement shall be legally binding upon me, the registered student, and the parents and/or legal guardians thereof (if minor), my heirs, estate, assigns including all minor children any personal representative. It shall be interpreted according to the laws of the State of North Carolina. 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 any equine animal. The term "Student" and/or "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or come near a horse from the ground. The term "I", "me", "my" shall herein refer to the registered student rider and the parents or legal guardians thereof if a minor.

Initial _____ 3. Activity Risk Classification

I understand that horseback riding is classified as "Rugged Adventure Recreational Sport Activity" and there are numerous obvious and non obvious inherent risks always present in such activity despite all safety precautions. Horse activities rank in the top 100 activities of people relative to injuries that result in a stay at U.S. hospital. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

Initials _____ 4. Nature of Horses

I understand that 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 the horse to the grounds, it will generally be at distance of 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and because one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weigh, bucking, rearing, biting, failing to responds commands, running into objects or running from danger.

Initials _____ 5. Student Rider Responsibility

I understand that the student is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm both around and aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

Initials _____ 6. Conditions of Nature

I understand that XTreme Team 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: Thunder, lightening, rain, wind, sound, sudden movement, unfamiliar objects, humans, wild and domestic animals, insects and/or reptiles which may walk, run or fly near, or bite or sting a horse or person, irregular footing on out-of door groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape.

Initials _____ 7. Condition of Premises

In consideration of being permitted to enter for any purposes any restricted area (herein defined as including, but not limited to the arenas, stables, walkways, round pens, hot walkers, fields, training areas, equipment rooms, horse bathing stall, and other areas appurtenant to any area where any activity relating to an equine activity shall take place), or being permitted to participate in any way in any equine activity I/We, for myself and my personal/legal representatives, guardians, next of kin, and assigns acknowledges, agrees and represents that he/she has, or will immediately on entering any such restricted areas, and will continuously thereafter inspect such restricted areas and his/her participation, if any, in an equine activity constitutes an acknowledgement that he/she finds and excepts the area as being safe and reasonable suited for the purposes of its use, and he/she further agrees and warrants that if, at any time, he/she is in restricted areas and he/she feels anything to be unsafe, he/she will immediately advise an Xtreme Team Rider Staff and will immediately leave the restricted area.

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Initials _____ 8. Equipment and Tack

In consideration of being permitted to use the equipment and/or tack of XTreme Team Stables, I/we for my personal/legal representatives, guardians, next of kin, assigns and acknowledges, agrees and represents that he/she has, or will immediately before using such equipment or tack, and will continuously thereafter inspect such equipment and/or tack, and does further warrant that his/her use of such equipment and/or tack constitutes an agreement that he/she further agrees and warrants that if at any time, he/she feels any equipment and/or tack are unsafe, he/she will immediately advise an XTreme Team Rider Staff and will immediately stop using such equipment and/or tack or will immediately correct the condition which makes the equipment or tack unsafe. For example, saddle girths (saddle fasteners around the horse's belly) may loosen during ride. If a rider notices this, he/she must alert an Xtreme Team Rider Staff as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the animal.

Initials _____ 9. Protective Head Gear Warning

I agree and understand that I have been fully warned and advised by XTreme Team Stables that I must purchase and wear protective headgear (equestrian riding helmet), in order to help protect my head from danger. I do understand that wearing such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce the severity of some head injuries and even prevent death from happening as a result of a fall or other occurrence. I understand and agree that XTreme Team Stables is not responsible for purchasing head gear.

Initials _____ 10. Accidental/Medical Insurance

Should medical treatment be required, I and /or my own accidental/medical insurance company shall pay for all such incurred expenses. My accidental/medical insurance company is _____

And my policy number is _____.

In event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of XTreme Team Stables (Xtreme Team Riders), I must have consent or non-consent plan on file.

Initials _____ 11. Liability Release & Indemnification

I agree that in consideration of XTreme Team Stables/XTreme Team Riders allowing my participation in any activity, I, the student rider and the parent or legal guardian thereof, if minor, hereby:

- A.** Release, waive, discharge, hold harmless and covenants not to demand, sue or otherwise claim from XTreme Team Stables, its premises, owners, affiliated organizations, equine activity sponsor, equine professional, lessor or operator of the equine facilities/properties. Equine owner or leaser, and each of them, their owners, agents, employees, officers, directors, shareholders, members (all herein collectively referred to as "Releasees") from all liability to the undersigned, his/her personal/legal representatives, guardians, next of kin resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon restricted areas, and/or participating in any equine activity.
- B.** Agree to indemnify and to hold harmless the Releasees and each of them from any loss, liability, damage or cost that they might incur due to the presence of the undersigned in or on the restricted area or in any way participating in any equine activity, whether caused by the negligence of the Releasees or otherwise.
- C.** Assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or on a restricted area and/or while participating in any equine activity.

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I, the student rider, and the parent or legal guardian thereof if a minor, expressly acknowledges and agrees that equine activities are very dangerous as any activity can be deemed as such, and involve the risk of serious injury and/or death and/or property damage. I, the student rider, and the parent or legal guardian thereof, if a minor, further expressly agrees that the above release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by laws of the State of North Carolina, and that if any portion of this agreement is held to be valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signer Statement of Awareness

I/we the student rider, and the parent or legal guardian thereof if minor, the undersigned, have read and do understand the forgoing agreement, warnings, release and potentials/assumptions of risk, and has read and voluntarily signs this agreement, and further agrees that no oral representations, statements, or inducements apart from the above written agreement have been made by any of the releases. The undersigned further attest that all facts related to the applicant's physical condition, experience, and age are true and accurate. If any information provided herein changes, then I/we will immediately notify XTreme Team Stables of such change in writing.

All riders and parents or legal guardians must sign below after reading this entire document.

_____	_____	_____
PRINT FULL NAME OF STUDENT RIDER	SINATURE OF STUDENT RIDER	DATE
_____	_____	_____
PRINT NAME OF PARENT/LEGAL GUARDIAN	SIGNATURE OF PARENT/LEGAL GUARDIAN	DATE

XTREME TEAM STABLES

Liability Release

Riders Under 18 Years of Age

"I give permission for _____ my (son) (daughter) to participate as a rider." I acknowledge the risks and potential for risk of horseback riding. I understand that participation will be at my and their risk. However, I feel that the possible benefits are greater than the risk assumed. I hereby, intending to be legally bound, for myself, my heirs, and assigns, executors or administrators, waive and release forever all claims for damages against Xtreme Team Stables/Xtreme Team Rider Staff, for any and all injuries, death and/or losses the above permission name may sustain while participating. I agree to hold Xtreme Team Stables/Xtreme Team Rider Staff harmless from all claims and demands based on any injuries which may result from my son or daughter's participation in horseback riding or on any premises designated for participation.

Print Full Name of Participant

Signature of Participant

Date

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

Photo Release

Please Check One

() I Do

() I Do Not

Consent to authorize the use and reproduction by Xtreme Team Stables of any photographs and any audio-visual materials taken of me for promotional material, educational activities, and exhibitions or for any use for benefit of advertisement of Xtreme Team Stables and services.

Print Full Name of Participant

Signature of Participant

Date

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date

XTREME TEAM STABLES

Liability Release

Riders 18 Years of Age or Older

"I am of legal age and understand the participation in horseback riding is at my own risk." I acknowledge the risks and potential for risk of horseback riding. I understand that participation will be at my and their risk. However, I feel that the possible benefits are greater than the risk assumed. I hereby, intending to be legally bound, for myself, my heirs, and assigns, executors or administrators, waive and release forever all claims for damages against Xtreme Team Stables/Xtreme Team Rider Staff, for any and all injuries, death and/or losses the above permission name may sustain while participating. I agree to hold Xtreme Team Stables/Xtreme Team Rider Staff harmless from all claims and demands based on any injuries which may result from my son or daughter's participation in horseback riding or on any premises designated for participation.

Print Full Name

Signature

Date

Photo Release

Please Check One

() I Do

() I Do Not

Consent to authorize the use and reproduction by Xtreme Team Stables of any photographs and any audio-visual materials taken of me for promotional material, educational activities, and exhibitions or for any use for benefit of advertisement of Xtreme Team Stables and services.

Print Full Name

Signature

Date

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Authorization for Emergency Medical Treatment

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of Xtreme Team Stables/Xtreme Team Riders, I authorize:

1. Secure and retain medical treatment and transportation if needed.
2. Release information upon request to the authorized individual or agency involved in the medical emergency treatment.

*Allergies to medications or foods: _____

*Current medications: _____

*Are there any surgery or pertinent medical history: _____

*Physician's Name & Phone #: _____

*Emergency Contact Name, phone # and relationship: _____

Consent Plan

This authorization includes x-rays, surgery, hospitalization medication and any treatment procedure deemed "life saving" by the physician. This provision will only be involved if the person listed below is unable to consent for treatment and the above is unable to be reached.

Print Name of Child, Age, DOB

Signature of Parent or Legal Guardian if under 18

Participants Signature if 18 years of age or older

Date

Address City State Zip

Non-Consent Plan

I do not give my consent for transportation to a medical facility, emergency medical aid/treatment in case of illness or injury during the process of receiving services or while on the property of Xtreme Team Stables/Xtreme Team Riders. In the event of emergency aid/treatment is required, I wish the following to procedure to take place:

Signature of Parent or Legal Guardian Date

Signature of Participant if 18 years or older Date

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Enrollment Agreement & Fees: Indicate choice by placing a check in the appropriate box. (Min. of 3 lessons per month)

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Single Lesson
30 minutes
\$20.00 | <input type="checkbox"/> Single Lesson
60 minutes
\$25.00 | <input type="checkbox"/> Single Lesson
1 Hour & 30 Minutes
\$45.00- 1 lesson per week | <input type="checkbox"/> Session 1
(3) Three lessons- 1hour each
\$70.00 |
| <input type="checkbox"/> Session 2
(3) Three- Lessons
30min each
\$60.00 | <input type="checkbox"/> Session 3
(4) Four- Lessons
30min each
\$75.00 | <input type="checkbox"/> Session 4
(3) Three- lessons
1 Hour & 30 min each
\$130.00 | <input type="checkbox"/> Session 5
(4) Four- Lessons
1 Hour each
\$95.00 |
| <input type="checkbox"/> Session 6
(6) Six- lessons
30min. 1 Hour each
<input type="checkbox"/> \$117.00 <input type="checkbox"/> \$147.00 | <input type="checkbox"/> Session 7
(8) Eight- lessons
30min. 1 Hour each
<input type="checkbox"/> \$160.00 <input type="checkbox"/> \$200.00 | <input type="checkbox"/> Session 8
(12) Twelve- lessons
30min. 1 Hour each
<input type="checkbox"/> \$240.00 <input type="checkbox"/> \$300.00 | <p>*We highly recommended enrolling in at least 2 sessions or enrollment for at least 2 months.</p> |

Registration Enrollment Deposit, Cancellation & Rescheduling Notice

- Deposit Fee of \$25.00. Five (5) day notice in order to reschedule lessons, if openings available.
- There will be a non-refundable cancellation fee of \$12.50 if cancellation notice is not received in 24 hours of scheduled time.

Schedule Request (Please indicate day & time for lessons)

- Sunday
 Monday
 Tuesday
 Wednesday
 Thursday
 Friday
 Saturday

Rider Information

Last Name	First Name	MI	Date of Birth	Age	Height	Weight
Address			City	State	Zip Code	Email Address
Emergency Contact & Parent's Name/Legal Guardian if under 18 years old						Area Code-Phone Number

Medical Information

List any and all allergies (Food, medicine, plants, etc.) _____

Medical History (Surgeries, broken bones, medical devices, disabilities) _____

Horse History

Do you have any experience with horses? Yes or No, explain _____

Acknowledgement & Agreement

By signing, I acknowledge that I have read, fully understand & agree with terms of services and all information on this application is correct. I understand that horses can accommodate up to 285 lbs. **A parent must sign if rider is under the age of 18.**

Signature of Rider/Parent or Legal Guardian Date

For Office Use Only

Payment Information: Date Received _____ Amount of Deposit \$ _____ Reference # _____ Initials _____
 Balance Due \$ _____ Date _____ Paid in Full \$ _____ Date _____ Refund/Cancellation \$ _____ Date _____

XTREME TEAM STABLES

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT (For persons over 18 years of age)

I for myself and/or on behalf of my child or legal ward, have been fully advised by XTREME TEAM STABLES & RIDERS, (hereinafter collectively referred to as XTreme Team), that we should purchase and wear a properly fitted and secured ASTM/SEI (Equestrian Standard) certified helmet while riding or being around horses (whether on the premises or off the premises of XTreme Team) in order to reduce the severity of some head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of XTreme Team, guide/instructor, numerous court cases and XTreme Team insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

I/We the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of Rider 18 years of age or older (Spouse must sign for themselves) Date

Signature of Parent, Guardian and or Spouse Name of additional minor(s) rider(s) Date
