

RIDING LESSON AGREEMENT & RELEASE FORM

Student Name: _____ Email: _____
Parent/Guardian Name: _____ PhoneNo. _____
Address: _____

This Riding Lesson Agreement and Release is made and entered into this _____ day of _____, 20____, by and between Carolyn Bell and/or Bell Performance Horses, hereinafter designated "Instructor", and _____, hereinafter designated "Rider" and if the Rider is a minor, Rider's parent or guardian, _____. In consideration for the use, today, and on all future dates of the property, facilities, horses and instruction of the Instructor, the Rider hereby expressly agrees to the following:

1. INITIAL _____ It is the responsibility of the Rider to carry full and complete insurance coverage on his/her personal property and himself/herself.
2. INITIAL _____ Rider understands there are risks of serious bodily injury associated with equine activities and Rider voluntarily assumes those risks.
3. INITIAL _____ Rider agrees to assume ANY AND ALL RISKS involved in or arising from Rider's use of Instructor's horses or presence upon Palos Verdes Estates Stable property and facilities including, but not limited to; the risks of death, bodily injury, property damage, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosions, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. INITIAL _____ Rider agrees to hold Instructor completely harmless and not liable and Rider hereby releases Instructor from all liability, injuries, and damages whatsoever and Rider AGREES NOT TO SUE Instructor in connection with any claim, causes of action, injuries, damages, costs or expenses arising out of Rider's use on Instructor's horses or presence upon Instructor's property and facilities, including, without limitation but not limited to the risks of death, bodily injury, property damage, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosions, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
5. INITIAL _____ Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g., California Civil Code 1542) whose purpose, intent, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release.
6. INITIAL _____ Rider agrees to indemnify and defend the Instructor against and hold Instructor harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from Rider's use of or presence on or off Instructor's horses, property and facilities.
7. INITIAL _____ Payment for lessons may be made in advance and shall be due upon the completion of each lesson.
There will be an additional \$10.00 charge for each lesson not paid for.
8. INITIAL _____ **Rider agrees to pay full price for all missed lessons in which Rider fails to give at least a 24-hour cancellation notification to Instructor.**
9. INITIAL _____ This contract is non-assignable and nontransferable. This contract represents the entire agreement between the parties. No other agreements or promises verbal or implied are included unless specifically stated. This contract is made and entered into the State of California and shall be interpreted under the laws of this state. When Instructor and Rider (Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties.
10. INITIAL _____ Rider voluntarily enters into this Lesson Agreement and Release and all parties acknowledge that adequate consideration has been received by each party in exchange for this agreement.

Rider's Signature (Parent or Guardian if under 18)

Instructor's Signature