

Student Last Name _____

Student First Name _____



GRAHAM EQUESTRIAN CENTER

LESSON WELCOME PACKET

Thank you for choosing Graham to be your equine educational experience!
To ensure the safety of all parties and the most enjoyable experience,
please fully read and complete the documents in this packet:

(Check the box after completion)

- Lesson Enrollment Form
- Participant Agreement
- Lesson Program Policy and Agreement

GRAHAM EQUESTRIAN CENTER

LESSON ENROLLMENT FORM

PARTICIPANT / RIDER INFORMATION

RIDERS ARE REQUIRED TO COMPLETE THE ENTIRE LESSON PACKET &
AGREE TO GRAHAM EQUESTRIAN CENTER'S TERMS AND CONDITIONS PRIOR TO LESSONS

Participant Name: _____

Date of Birth: ____/____/____ Check if under 18 years old

Parent/Guardian Name (if minor): _____

Cell: _____ Other: _____ Preference of Contact: Phone Email

Address (Street, City, State, Zip): _____

Email: _____

Would you like to receive Graham Equestrian Center Emails regarding upcoming events, announcements or news? Yes No

Emergency Contact: _____ Relation: _____ Phone: _____

If applicable, has your Physician authorized your participation in this activity? Yes No

*(if requested by Facility, Physician's
Release must be attached to this form)*

Are you medically insured? Yes No

Disclose any physical or mental conditions, limitations, chronic conditions or allergies: _____

of years experience riding/handling horses: _____ Currently own a horse? Yes No Ever owned a horse? Yes No

Description of Riding and Handling Experience(s): _____



Signature of participant or Guardian (if participant is a minor)

Date

**Friends of Gunpowder Falls State Park
Graham Area Equestrian Center, Inc**

PARTICIPANT AGREEMENT

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Assumption of Inherent Risks: I understand and assume the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of participant or spectator to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his/her ability.

Waiver of Liability: For the privilege of riding and/or working around equines at Graham Equestrian Center today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Friends of Gunpowder Falls State Park Graham Area Equestrian Center, Inc. (hereinafter "Graham"), Gunpowder Falls State Park (hereinafter "GFSP"), and its directors, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or and horse not owned by Graham but used by me, or to any family member or spectator accompanying me while on the premises of Graham resulting from the inherent risks of equine activities or from any ordinary negligence (active or passive) of Graham or GFSP.

AND that except in the event of Graham or GFSP's gross and willful negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Graham or GFSP for any economic and non-economic losses due to bodily injury, death, and/or personal property damage sustained by me in relation to the premises and operations of Graham, including while riding, handling, or otherwise near horses owned by or in the care, custody and control of Graham.

Indemnification: I also agree to hold harmless, defend, and indemnify Graham and GFSP (including, but not limited to, costs associated with defending a suit, judgment, court costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, or spectator.

I further agree to hold harmless, defend, and indemnify Graham and GFSP against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

Acknowledgements, Assertions, and Agreements: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to Graham, its directors, managers, employees, and agents. Further:

Health Status – I assert that I:

- Have fully disclosed to Graham any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable).
- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

Emergency Care – I authorize or agree that Graham:

- May administer emergency first aid, CPR, and use an AED when deemed necessary by Graham.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Graham.
- May share my medical history with emergency medical personnel when deemed necessary by Graham.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by Graham and GFSP.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, or warrant I understand the risk and danger of riding without a helmet and so choose not to wear a riding helmet. (NOTE: Riders under 18 years of age may not waive the use of a riding helmet.)
- To wear appropriate footwear at all times while on the premises of Graham and GFSP.
- To inform Graham immediately if I become aware of rider conduct or equipment condition that presents a danger to myself and others.
- That Graham will conduct all activities in good faith and may find it necessary to terminate my participation if its determined that I am incapable of safely meeting the rigors of the activity. I accept Graham's right to take such actions for the safety of myself, other riders, and/or the horses.

Covenant not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue Graham or GFSP for an present or future claim arising directly or indirectly from my participation with equines at the Graham Area Equestrian Center. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Graham or GFSP.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action brought under this Agreement, shall be brought within (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to Graham and/or GFSP (whichever party is in dispute). Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Acknowledgement of Understanding: I understand this is a legal document and that I am signing this agreement freely and voluntarily. I understand I have the choice *not to participate* as a boarder or spectator at Graham, or as a rider, handler, participant, or spectator in the clinic, training, or special event provided by or at the facilities of Graham, and, therefore, not sign this agreement.

I have read this 2-page Participation Agreement and full understand its terms. I understand that I am giving up substantial rights, including my right to sue Graham or GFSP, its clinicians, directors, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Graham or GFSP. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by Graham or GFSP, to the greatest extent allowed by the laws of Maryland.

Signature (must be at least 18 yrs of age to sign)*

Date

Printed name of signatory

If participant is a minor, PRINT name here

Date of Birth
of Minor Participant

Address, City, State, Zip

Phone

Emergency Contact Name: _____ Emergency Contact Phone: _____

*If participant is a minor (less than 18 years of age), the parental or guardian signature indicates full understanding of the above terms and, as may be permitted by law, is waiving both the rights of the minor participant and the rights of the parent/guardian pursuant to this Agreement.

OFFICE USE: Received by: _____ Agent (Print Name)

Lesson Student GEC Boarder Clinic Participant Spectator/Auditor

Community Service Horse Discovery Center Other: _____

GRAHAM EQUESTRIAN CENTER

LESSON PROGRAM POLICY AND AGREEMENT

All students are required to complete a **Lesson Enrollment Form, Participant Agreement and Lesson Program Policy and Agreement (this form)**. Lesson fees can be found on the website: www.grahameq.org.

Graham offers:

- Horse Discovery Center Program – Introducing and educating people about horses and horsemanship.
- Riding and Lesson Programs for beginners through advanced riders (as weather permits) – Group, semi-private and private lessons.
- Opportunities for educational clinics from local and non-local equestrian professionals.
- On-site horse shows for all experience levels.
- Horsemanship Clinics on topics of riding, natural horsemanship training techniques, foundational skills, and interaction with horses.
- Instructor led trail rides.
- Classroom instruction, in conjunction with hands-on instruction and training.

Please read carefully, and if you agree to our policy, sign and date below.

1. All new students are required to take a one hour Introductory lesson, regardless of previous experience riding or handling horses. It will include an orientation of the facility and review of our Rules & Regulations.
2. All students, parents and guardians are expected to abide by barn rules and signage posted throughout the facility.
3. Part of your riding lesson experience will be to help familiarize you with various types of tack and equipment.
4. Students need to be mature enough to understand and follow directions.
5. Riding lessons are scheduled directly with instructors after the initial introductory lesson.
6. Some class time may not involve mounting and riding a horse, but will be instructional and educational.
7. No student will be asked to perform a task that makes the student uncomfortable or afraid.
8. Payment for the lesson is due at the beginning of the lesson. Late payments will be charged \$3 for each day payment is tardy. Graham accepts credit/debit, cash and check payments.
9. There is a \$25 charge for a bank-returned check.
1. Graham does accept credit/debit payments. All credit/debit payments will be charged a transaction fee (variable).
2. **We require 24-hour cancellation notice or the full lesson amount will still be due/charged.**
10. Riding attire for lessons include:
 - Long pants or chaps
 - Boots or hard sole shoes with a heel (tennis shoes and similar footwear are not permitted),
 - An approved ASTM/SEI riding helmet. We encourage students to purchase your own helmet to ensure the correct and safest fit. Graham does offer helmets to students in the event the student does not have one.

NOTE: If students arrive in attire that the instructor deems unfit for the activity, the instructor reserves the right to limit the student based on the attire.
11. Riding lessons begin and end on time. Please be on time and come a few minutes early to prepare for your lesson. Tardiness will result in a shorter lesson or, in the case of a group lesson, may result in inability to ride as to not impede the other student's ride time.
12. Graham instructors reserve the right to dismiss or refuse to provide lessons to anyone if we determine that the student is uncooperative or incapable of safely meeting the requirements of the program.

13. Children must be supervised at all times on the property. Participants or families with unsupervised children may be required to end their lesson.
14. Dogs are not permitted in or near the lesson area(s) and must be leashed and under handler's control at all times.
15. Students and those providing transportation for students must park in the parking lot in the designated spaces. **No stopping/standing in the driveway for pickup or dropoff of students.**



Signature (must be at least 18 yrs of age to sign)*

Date

Printed name of signatory

If participant is a minor, PRINT name here

**Date of Birth of Minor
Participant**