



IRON HORSE PERFORMANCE RIDER AGREEMENT

Student Name _____ Birthdate: _____

First Last

Legal Guardian/Parents _____

First Last

Contact Information:

Email: _____ Student Email: _____

Parent/Guardian (if minor)

Address: _____

Home Phone: _____ Cell: _____

Alternate Contact Name & Relationship: _____

Horse Riding Experience & Lessons

Have you had more than 10 hours of riding experience? (Yes / No)

Have you ever received any formal riding instruction? (Yes / No)

_____ Lessons are purchased by the month & are to be paid by the 1st of every month.

All lessons are to be paid in advance of the lesson, if there is an outstanding balance, Iron Horse Performance reserves the right to cancel the lesson, the Rider/Parent/Guardian will be responsible for the full price of the lesson unless 48 hours is given or arrangements are made prior.

_____ All Riders / Parents / Guardians are required to sign a waiver every year. If there isn't a valid waiver signed Iron Horse Performance reserves the right to cancel the lesson & the Rider / Parent / Guardian will be responsible for the full price of the lesson unless 48 hours is given or arrangements are made prior.

Signature of Parent/Guardian

Date

Signature of Rider (if under 18 both signatures are required)

Date

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

For participants under the Age of Majority in the Province or Territory in which the Equine Activities are provided by the Host
WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

The Parent/Guardian Must Read and Understand this Waiver Prior to the Minor Participating in Equine Activities The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Minor Participant named below with and for the benefit of: **251094314 Ontario Corp DBA Iron Horse Performance**, its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to trail rides, pack trips or riding instruction provided by the "Host" to the Minor Participant. Initial Each Item below after Reading and Understanding each item:

_____1. I am the Parent/Guardian of the Minor Participant and am executing this waiver on behalf of the Minor Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Minor Participant for all legal purposes.

_____2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to: (a) the propensity of any equine to behave in ways that may result in injury , harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.

_____3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Minor Participant's participation in "Equine Activities".

_____4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Minor Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Minor Participant in the Minor's participation in "Equine Activities".

_____5. In addition to consideration given to the "Host" for the Minor Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Minor Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree: (a) to waive all claims that the Minor Participant has or may have in the future against the "Host"; (b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Minor Participant, or our "Legal Representatives" might suffer as a result of the Minor Participant's participation in "Equine Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Minor's participation in "Equine Activities".

_____6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".

_____7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Host", myself as Parent/Guardian, and the Minor Participant, and it is binding on myself, the Minor Participant and our "Legal Representatives".

Please Print Clearly

Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

Parent/Guardian's Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal _____

_____ Signed this _____ day of _____, 20_____

(Signature of Parent/Guardian of Minor Participant)

(Print Name of "Host" Witness to Signing and Initialing) (Signature of "Host" Witness)