

The Mindful Equestrian

Adult Riding Instruction Agreement

This Adult Riding Instruction Agreement is made as of _____, 2023 between

Lisa Eklund/The Mindful Equestrian _____ (“Instructor”) and _____ (“Rider”).

1. **Purpose of Agreement.** Rider wishes to ride and handle one or more horses for recreational purposes as part of a riding instruction program and associated activities conducted by Instructor. In consideration for Instructor providing riding instruction to Rider and permitting Rider to ride and handle horses as part of Instructor’s lesson program and associated activities, Rider agrees to release and indemnify Instructor and certain other parties from all claims as set forth in this Agreement.
2. **Rider’s Representations and Warranties.** Rider makes each of the following representations and warranties on behalf of Rider and Rider’s guardians, heirs and assigns (collectively, the “Rider Parties”):
 - (a) Rider is at least 18 years of age and has the requisite authority to enter into this Agreement.
 - (b) Rider does not have any physical or mental conditions that may prevent Rider from safely mounting, dismounting, riding, leading, grooming or otherwise being around horses and other large animals.
 - (c) Rider is not under the influence of drugs or alcohol, nor will Rider be under the influence of drugs or alcohol at any time during the activities contemplated by this Agreement.
3. **Lesson Programs.** Instructor currently offers the following lesson programs. Prior to beginning lessons, Instructor will meet with Rider to discuss Rider’s goals and then develop a training program designed to work toward such goals. Instructor will continue to discuss the training program with Rider from time to time and will make adjustments as indicated throughout the lesson program. Check as applicable:
 - Private Lessons. At the rates set forth in Attachment A, Instructor will provide one-on-one riding instruction for Rider for _____ minutes per session for the purpose of furthering Rider’s riding goals.
 - Semi-Private Lessons. At the rates set forth in Attachment A, Instructor will provide riding instruction for Rider as part of a group of _____ to _____ riders for _____ minutes per session for the purpose of furthering Rider’s riding goals.
 - Group Lessons. At the rates set forth in Attachment A, Instructor will provide riding instruction for Rider as part of a group of _____ to _____ riders for _____ minutes per session for the purpose of furthering Rider’s riding goals.
 - Other (please specify): Clinics
4. **Instructor Offers No Warranty.** Rider understands that Instructor offers no guarantee or warranty of any kind. In particular, Rider understands that while Instructor will develop a lesson program designed to meet Rider’s goals, Instructor can offer no guarantee that such goals will be met within the time period that Rider would like, or at all.
5. **Lesson Cancellations.** To avoid being charged for a missed lesson, Rider must inform Instructor at least _____ hours in advance that Rider will miss a lesson. If Instructor does not receive notice of cancellation at least _____ hours in advance of the missed lesson, Rider must pay Instructor for the missed lesson. From time to time, Instructor may reschedule or cancel a lesson based upon weather conditions horse availability, or other reasons. In such instances, Instructor will use reasonable efforts to provide Rider with adequate notice. Instructor will credit Rider’s account if Rider has paid in advance for a lesson that Instructor cancels.
6. **Instructor’s Discretion to Change Horses.** In Instructor’s sole discretion, Instructor may change the horse that Rider rides during lessons without advance notice to Rider (except in instances where Rider is riding Rider’s own horse).
7. **Horse Behavior and Suitability of Horses for Rider.** While Instructor will make reasonable efforts to evaluate horses’ suitability for Rider, Instructor can make no guarantees that the horse(s) selected by Instructor for Rider will be suited to Rider’s skill level and safe for Rider to handle. Horses are large flight animals with minds of their own, and even the most well-trained horse can act or react in a way that is unexpected, including running at high speeds and



suddenly bucking or rearing violently. In matching horses with Rider, Instructor will rely upon Rider's representations to Instructor about Rider's skill level and experience.

8. Competitions. From time to time during the lesson program, Instructor may recommend that Rider compete in certain competitions.

8.1. Competition Entry Fees, Stall Fees, and Other Fees. For each competition that Rider attends with Instructor, Rider agrees to (check as applicable):

- No less than ____ days prior to Rider's departure for the relevant competition, Rider must provide Instructor with an "open check" — e.g., a signed personal check that is made out to the relevant show secretary (or to Instructor with the amount left blank). Instructor will use such check to pay all competition entry fees, stall fees, drug fees and other fees applicable to Rider in connection with the competition. If Rider's check is returned for insufficient funds or otherwise is not honored, Rider will be responsible for any fees that the competition administrator may impose. Following the competition, Instructor will promptly advise Rider of the final amount of the check and upon Rider's request, provide Rider with an itemized accounting of expenses.
- Rider must promptly reimburse Instructor for all stall fees, entry fees, drug fees and other fees incurred by Instructor in connection with the competition. Following the competition, Instructor will provide Rider with an itemized invoice for competition expenses and Rider must pay such invoice within ____ days of receipt.
- Other (please describe): _____

8.2. Other Fees and Expenses. For each competition that Rider attends with Instructor, Rider agrees to pay competition fees as set forth in Attachment A. Check as applicable:

- In addition to the fees set forth in Attachment A, Rider agrees to pay a split of Instructor's out of pocket expenses associated with attending the competition, such as transportation, lodging and meals. Instructor's total expenses shall be allocated pro rata among Instructor's clients attending the competition.
- Following the competition, Instructor will provide Rider with an itemized invoice for all competition-related expenses, and Rider must pay such invoice within ____ days of receipt.
- Other (please describe): _____

9. Additional Services. At Rider's request, Instructor may perform additional services as set forth in Attachment A, and Rider agrees to pay for such services.

10. Payment Terms.

10.1. Payment Due Dates.

10.1.1. For Lessons. Check as applicable:

- All lesson payments are due in full at the time the lesson is given.
- Other (please specify): _____

10.1.2. For Additional Services and Damages. Check as applicable:

- Fees for additional services as set forth in Section 9 and all damages set forth in Section 12 are due within ____ days of Rider's receipt of an invoice from Instructor.
- Other (please specify): _____

10.2. Late Payments. Any payment not paid within ____ days of the due date specified in Section 8.1 or 10.1 shall be considered late. Any payments made with a payment instrument that is later dishonored will be considered late if not subsequently paid in full by the original payment due date, along with any penalty incurred pursuant to Section 10.4. If any of Rider's payments is late, Instructor may, in Instructor's sole discretion, decline to provide further services for Rider until Instructor has received payment in full.

10.3. Penalty for Late Payments. For each late payment, Rider will owe Instructor a late fee of \$ _____ (or, if lower, such amount permitted by law). In addition, if any of Rider's payments is ____ days past due, Rider will also owe Instructor interest in the amount of ____ % per year (or, if lower, such amount permitted by law) on the past due amount.



- 10.4. Penalty for Dishonored Payment Instruments.** If any payment instrument issued by Rider or otherwise on behalf of Rider to Instructor is dishonored for any reason, Rider must immediately pay Instructor cash in the amount of the payment instrument, plus a fee of \$ _____ in addition to any bank charges that Instructor may incur as a result of the dishonored payment instrument.
- 11. Insurance for Rider's Horse.** Rider understands that obtaining and maintaining mortality, major medical and loss of use insurance coverage, as well as liability insurance coverage, for Rider's own horse is solely Rider's responsibility.
- 12. Property Damage.** Rider agrees that Rider will pay for any damage to Instructor's property or the lesson facility caused by Rider, Rider's horse, or any of Rider's guests, except for damage that is normal wear and tear.
- 13. Consent to Medical Treatment.** In the event that Rider is injured or appears to be injured during the horse-related activities, and Rider is not conscious or appears to have impaired judgment at the time of such injury, Rider hereby authorizes Instructor and Instructor's employees and agents who are 18 years old and older to consent to medical care or dental care, or both, for Rider. The authority granted by this section includes the authority to consent to any X-ray examination, anesthetic, medical diagnosis, surgical diagnosis, medical treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a physician. The authority granted by this section also extends to any X-ray examination, anesthetic, dental diagnosis, surgical diagnosis, dental treatment, surgical treatment or hospital care under the supervision, and upon the advice of, a dentist. Rider agrees to reimburse and hold Instructor harmless for the cost associated with such treatment, even in the event that applicable health insurance does not fully cover the costs of such treatment.
- 14. Limitations on Liability and Rider's Hold Harmless and Indemnification Agreement.**
- 14.1. Safe Behavior around Horses.** To help prevent injuries and/or death, Rider agrees to follow carefully all instructions given to Rider by Instructor regarding horse behavior and handling. Rider agrees to follow carefully all barn rules and uses tack and other equipment only as directed by Instructor.
- 14.2. Safe Riding Attire.** Rider agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when handling or riding horses and an ASTM certified safety helmet fastened securely under the chin while riding. If Rider does not wear these items, Rider assumes the increased risk of injury or death associated with failing to wear such protective attire. Rider agrees that while Instructor may make safety helmets and other safety attire available for use by Rider, Instructor has no duty to provide safety attire for Rider.
- 14.3. Risk of Loss of or Injury to Rider's Horse.** Rider understands that participating with Rider's own horse in any lesson program, including Instructor's program, is inherently risky. For example, in common areas of the lesson facility, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure Rider's horse. Rider's horse may catch diseases or other contagious conditions from other horses at the lesson facility. Farm machinery, traffic or other hazards at the lesson facility may spook Rider's horse. In wet or cold weather, the lesson facility, including round pens and arenas, may become muddy or slippery, injuring Rider's horse. The lesson facility may contain defects. For example, footing at the lesson facility, including round pen and arena footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. As at any riding lesson facility, there is always a risk of fire or theft. Each horse is an individual and accordingly, Rider's horse may react unexpectedly to Instructor's training methods, causing injury to or loss of Rider's horse. Rider's horse may suffer muscle strain, stress-related injuries or weight loss as a result of participating in Instructor's lesson program. Rider understands and expressly assumes all risks of having Rider's horse participate in Instructor's lesson program, including the risk that Instructor and/or its owners, directors, officers, employees, agents and/or contractors; and/or the facility where Instructor provides lessons and its owners, directors, officers, employees, agents and/or contractors (all such parties, collectively, the "Instructor Parties") may be negligent. Accordingly, on behalf of the Rider Parties, Rider agrees to hold the Instructor Parties harmless for loss of or injury to Rider's horse.
- 14.4. Risk of Loss or Damage to Personal Property.** Rider understands that bringing personal property, such as tack, equipment, feed, automobiles or horse trailers, to any stable, including the lesson facility, is inherently risky. For example, property may be damaged or stolen by other riders, rodents and other wild animals, horses, weather conditions, earthquakes or fire. Rider understands and expressly assumes all risks of bringing personal property to the lesson facility, including the risk that the Instructor Parties may be negligent. Accordingly, Rider



agrees to hold the Instructor Parties harmless for loss of or damage to personal property. Rider understands and agrees that Rider is solely responsible for safeguarding and insuring personal property.

14.5. Risk of Injury or Death to Rider. Rider understands that horse-related activities, even under the supervision of an equine professional, are inherently dangerous and expressly assumes the risks associated with Rider handling, caring for and riding horses at the lesson facility, as part of Instructor’s lesson program, and otherwise pursuant to this Agreement. Rider understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Rider or others. The lesson facility may contain defects. For example, footing at the lesson facility, including round pen and arena footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Rider expressly assumes all risks of engaging in horse-related activities pursuant to this Agreement, including the risk that the Instructor Parties may be negligent. On behalf of the Rider Parties, Rider agrees not to sue the Instructor Parties or otherwise make a claim against such parties in connection with any injury or death occurring in connection with this Agreement.

14.6. Trail Riding Risks. Rider understands that riding horses in unenclosed areas, including but not limited to public and private trails, hunt fields and polo fields (“Trail Riding”), is inherently dangerous. In particular, horses may become spooked by domestic animals or livestock, wild animals, motorized vehicles, bicycles, pedestrians, other horses or other hazards, causing Rider to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Rider. Rider understands that the Instructor Parties do not inspect or maintain any trails or paths, and the Instructor Parties make no warranty whatsoever regarding the safety of paths and trails. Rider understands and expressly assumes all risks associated with Trail Riding, including the risk that the Instructor Parties may be negligent. Accordingly, Rider agrees upon behalf of the Rider Parties not to sue the Instructor Parties or the owners or lessees of any land on which the horse activities take place, or otherwise make a claim against such parties in connection with any injury or death.

14.7. Waiver of Unknown Claims. Rider understands that applicable state laws or regulations may contain provisions designed to prevent Rider from waiving claims that are unknown to Rider at the time Rider agrees to a waiver of claims. Rider agrees to waive all rights that Rider might otherwise have under such laws or regulations.

14.8. Rider’s Indemnification Agreement. Rider agrees to defend, indemnify and hold the Instructor Parties harmless against all claims, demands, and causes of action, including costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Rider Parties or brought by others against the Instructor Parties in connection with the Rider Parties, Rider’s horse, Rider’s guests, Rider’s animals or any action or inaction taken by such parties.

14.9. Limitation of Instructor Parties’ Liability. Under no circumstances shall the Instructor Parties, or any of them, be liable to the Rider Parties, or any other parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on the Instructor Parties’ liability set forth in this Agreement, under no circumstances shall the Instructor Parties’ liability pursuant to this Agreement exceed the total amount of compensation actually received by Instructor pursuant to this Agreement.

15. Other Provisions. Rider agrees that (please specify): _____

16. Contact Information and Notices.

16.1. Form of Notices. Notices given pursuant to this Agreement must be made in writing to the addresses below and delivered via a method that provides evidence of receipt, such as Federal Express. Email shall not be considered effective notice unless acknowledged by the receiving party.

16.2. Notice to Instructor. Notice to Instructor must be sent to:

Name: Lisa Eklund
 Street address: 204 Betsinger Rd #14
 City: Sherrill State: NY Zip: 13461



Telephone: (315) 427-9498 Fax: ()
Alternate Number: ()
Email: lisa@mindfulequestrian.com

16.3. Notice to Rider. Notice to Rider must be sent to:

Name: _____
Street address: _____
City: _____ State: _____ Zip: _____
Telephone: () Fax: ()
Alternate Number: ()
Email: _____

16.4. Rider's Emergency Contact.

Name: _____
Street address: _____
City: _____ State: _____ Zip: _____
Telephone: () Fax: ()
Alternate Number: ()
Email: _____
Relationship to Rider (e.g. spouse): _____

16.5. Changes in Contact Information. Each party shall have the duty to notify the other parties immediately upon a change in contact information. If a party does not provide the other parties with notice of changes, a notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

17. Assignment or Transfer. No party may assign or transfer this agreement without the prior written consent of the other parties.

18. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.

19. Governing Law and Venue. This agreement shall be governed by the laws of New York (state). The parties hereby agree that any legal action under the Agreement must be brought in Oneida County, New York (state).

20. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

21. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Rider

Signature: _____

Name (printed): _____

Title: _____

