

IRON HORSE RIDING ACADEMY



LIABILITY RELEASE FOR EQUINE ACTIVITIES

ORS 30.687 TO 30.697 – Oregon Equine Activity Liability Act

Participant Name: _____ DOB: _____
Print Name: _____
Address : _____
Email: _____ Phone: _____

- **Riding School Students: Payment is required BEFORE the first lesson each month. Failure to pay by first lesson of the month will result in a Late Fee (\$40) being billed.**
- **Horse Owner/Invoiced Lessons: Payment is due 10 days after receiving an invoice. A Late Fee (\$40 lessons; \$100 boarding) will be charged if payment is not received by the due date.**
- I understand that purchasing these lessons gives the right for the rider listed to take the classes within the month that payment was for.
- I understand that the purchase of lessons is not transferable and that it is **NON-REFUNDABLE**.
- I understand that I must sign up for specific class times and that horses and instructor schedules are based on attendance.
- Should I fail to notify Iron Horse **24 hours in advance**, I will forfeit any missed classes. In the event I need to cancel, I understand that I must schedule a make up lesson within 30 days or I forfeit the make up. I understand that this policy will be strictly enforced.
- I have been given a copy of the policies and stable rules. I understand that if I do not comply with the rules, the right to ride can be revoked. I accept that in the event that happens, no refund will be given.

The Undersigned assumes the unavoidable risks inherent in all horse and horse-related activities including, but not limited to, bodily injury and physical harm to participant, rider, horse, and spectator.

In consideration for the privilege of participating in equine related activities at the equine facility located at 35600 NE Wild Horse Mountain Road, Sherwood OR 97140, and owned by Andy & Mindi Patton, or at any other venue under the supervision of Adria Fix, Amy McCaffrey or Iron Horse Riding Academy (“IHRA”) and any of its instructors, the Undersigned does hereby agree to Release, Hold Harmless, and Indemnify, IHRA, Adria Fix, Amy McCaffrey and the stable owners, including, but not limited to, their owners, operators, agents, employees, independent contractors, working students, and volunteers. The Undersigned further releases all of them from any liability or responsibility for accident, damage, injury or illness to the Undersigned or to any horse owned by the Undersigned or to any minor child or ward of the Undersigned accompanying the Undersigned on the stables premises, or any other venue, pursuant to the limitations set forth in Oregon Revised Statutes ORS 30.687 through 30.697 concerning actions arising out of equine activities.

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 unpredictable nature of any equine;
- The propensity of any equine to behave in ways that may result in injury, harm, distress (emotional or physical), 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, movement, unfamiliar objects, persons, weather, or other animals;
- Certain hazards such as surface and subsurface objects;
- Collisions with other equines, animals, people, and/or objects;
- The potential of a participant to act in a 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 or her ability.

I acknowledge that I have read this Release Agreement, agree to be bound by its terms, and understand the inherent risks in equine activities. If I am an adult signing on behalf of a minor child, I agree to hold harmless and indemnify IHRA, Adria Fix, Amy McCaffrey, the stable owners, their owners, operators, agents and assignees, employees, independent contractors, instructors, working students, volunteers, horse owners, property owners, landlords, and tenants from any and all claims on behalf of the student covered herein. I further acknowledge that I am the parent and/or legal guardian of said child minor covered herein.

With my signature, I agree to assume all risks and liabilities while on the stables' premises, and while under the supervision of Iron Horse Riding Academy, Adria Fix, and Amy McCaffrey, their owners, operators, agents and assignees, employees, independent contractors, working students, volunteers, horse owners, property owners, landlords, and tenants.

Participant Signature: _____ Dated: _____
 Parent/Guardian* Signature: _____ Dated: _____
 Relationship to Participant: _____

**If signed by a legal guardian (non-parent) on behalf of a minor, attach document(s) authorizing said guardianship.*

MEDICAL TREATMENT AUTHORIZATION In the event that the participant named below requires emergency medical treatment on account of any accident or injury which may occur in connection with any activities at the stables, or any other venue, under the direction and supervision of Adria Fix, Amy McCaffrey, or Iron Horse Riding Academy ("IHRA"), the agents and employees of IHRA are hereby given full authority to authorize any and all necessary emergency medical treatment for the named student including permission for the administration of anesthesia. In the event the participant is under the age of 18, the signature of the parents/custodial parent, or legal guardian is required.

Patient Signature*: _____
 *(Parent/Guardian only on behalf of Minor)

Rider Name _____
 Special Instructions/Allergies: _____

Payment & Lesson Policies

Lesson packages are charged on a monthly flat rate basis and should be paid at or before your first lesson of the month. Payment may be made via check to: Iron Horse Riding Academy, cash, or electronically via Zelle or Venmo to ironhorseeventing@gmail.com

Payments received after the 7th will be charged a \$40.00 late fee invoiced the following month.

Cancellations made with more than 24-hour notice will be rescheduled as a make-up lesson.

Email ironhorsetrainers@gmail.com at least 24 hours in advance for any cancellation when possible, so that your spot may be filled by another rider. Please schedule make-up lessons in advance when possible, if you know that you will be absent.

Any cancellations by the instructors will result in a rescheduled make-up lesson.

Cancellation **LESS THAN 24 HOURS** before your lesson, and no-shows, will result in a lesson being charged with no makeup given. Text Adria (503-706-9073) and/or Amy (503-260-2695) for late arrival or last minute cancellations.

ONLY TWO (2) MAKE-UP LESSONS PER CALENDAR YEAR WILL BE PERMITTED FOR CANCELLATIONS WITH LESS THAN 24 HOURS' NOTICE PER CALENDAR YEAR FOR ANY REASON.

Make-up lessons must be scheduled within 30 days of the missed lesson (60 days if instructor cancels) and cannot be used as credit toward future payment. It is the rider's responsibility to keep track of missed lessons and schedule make-ups.

No refunds for lesson packages or unused make-up lessons will be granted if you leave the program.

Special payment arrangements can be made in advance, if needed.

Extra lessons are welcome and can be paid for on a per-lesson basis, or you may upgrade your lesson package.

Showing is available for those riders who own or lease a horse. Lease school horse showing is limited.

ASTM/SEI approved riding helmets, pants, and boots with a heel are required. Pants with "bling" are not allowed. Breeches or leggings are recommended.

Stable Rules

These rules are designed for the safety of boarders, riders, horses and guests. In addition to the rules on this list, Stable expects boarders, students, and guests to be respectful of people, property and animals.

General Rules

1. NO smoking on Stable Premises
2. Immediately upon entering the Stable premises, all visitors must sign a liability release in the form provided by Stable no exceptions.
3. Please park only in designated areas and drive no faster than 5 mph while on the Stable premises. Please avoid honking your horn, setting off your car alarm or otherwise allowing your vehicle to make noises likely to spook horses.
4. Balloons, firecrackers and other potentially noise-making items are prohibited.
5. All patrons and guests must wear closed-toe footwear at all times on Stable premises, even if not riding or handling a horse. Bare feet, sandals or other footwear that leaves feet exposed could result in severe and permanent injury.
6. Stable premises hours are from 8 a.m. to 8 p.m. If a boarder needs to be on the Stable premises outside of these hours, please discuss with Stable management.
7. Patrons and guests must conduct themselves with dignity and good sportsmanship.
8. Stable has a zero tolerance policy for any type of abuse of any animal or person.
9. Patrons and guests may not enter any buildings on the Stable property other than the barns without prior permission from Stable management.
10. Patrons and guests should leave gates in the condition in which they find them (i.e., closed gates should remain closed, and open gates should remain open).
11. If a patron or guest is the last person to leave the Stable premises in the evening, please close the barn doors and gates and turn off all lights as appropriate.

Children

1. Children under 15 must be accompanied by a responsible adult at all times, unless such child's parents receive prior permission from Stable management. Small children must be in hand at all times. Under no circumstances may patrons and guests allow children to yell, run or otherwise spook horses or annoy other boarders. No baby strollers, bicycles, motorized vehicles or toys likely to spook horses are permitted on Stable premises without prior permission from Stable management.

Dog Policy

1. Dogs are permitted on Stable property so long as they are under their owner's control at all times. No dogs are permitted in the arenas or round pens, and under no circumstances may dogs be permitted to chase other animals on Stable premises. Stable may, in its discretion, refuse to permit a particular dog to return to the Stable property.

Barn Safety and Etiquette

1. Patrons and guests must keep their horses under control at all times.
2. Patrons and guests must pick up and put away tack, manure forks and all other equipment in designated areas after use.
3. Patrons and guests may not borrow or handle other boarders' tack, equipment or horses without prior permission. This includes feeding other horses treats.
4. Patrons and guests are responsible for storing and securing their own equipment. To prevent theft, consider taking valuable equipment home when not in use.
5. When finished grooming or washing a horse, Patrons and guests must remove all manure, hoof pickings and loose hair and dispose of them in designated areas.
6. Horses may be tied only in designated tie areas. All horses must be tied with a quick-release knot or panic snap.
7. Patrons and guests may not help themselves to hay, grain, bedding or other Stable property without prior permission from Stable management.
8. If a horse is tied in a place where others want to pass through, please move the horse promptly so that they can pass safely.
9. Feed, treats, or anything else edible kept on the Stable premises must be stored in a rodent- and insect-proof container.
10. Each horse must have a properly fitted breakaway halter and lead rope stored in plain view on your stall door or other designated area.
11. If a patron or guest notices damage to a horse, horse's stall, paddock or pasture, they must inform Stable management immediately.
12. No radios, CD players, etc. are permitted on Stable premises without prior permission from Stable management.
13. Patrons and guests must keep the tack room, barn aisles, restrooms and all other common areas clean and neat.

Riding Safety and Arena Etiquette

1. **Helmet Policy.** Stable requires all riders to wear a properly fitted, ASTM/SEI approved equestrian helmet with the chinstrap securely fastened.
2. Patrons and guests must wear proper barn attire at all times, including closed-toe footwear.
3. **Jumping Policy.** No one may jump on Stable premises unless such jumping is part of an organized riding lesson.

4. All riders and handlers must use tack that allows them to control their horses.
5. Longeing Policy. Longeing when others are riding in the arena is prohibited without prior permission to longe from the riders. If longeing in the arena with riders, the horse on the longe line must be kept under control at all times and not interfere with others who are riding.
6. Riding belongs in the arena, round pen and other areas designated for riding, not on the lawn, etc.
7. Each rider and handler must treat other riders and handlers with consideration and respect. Riders going in opposite directions must pass left-shoulder to left-shoulder and riders going in the same direction must pass only on the inside. Each rider and handler must leave at least one horse-length clear distance between their horse and every other horse. If a horse is green or feeling frisky, its rider or handler should wait for a crowded arena to clear, especially if other green horses or novice riders are present, and warn other riders and handlers in the arena so that they may treat the horse with extra caution. If a rider or handler is in doubt about arena etiquette, they should yield to the other riders and handlers and call out their direction politely (e.g., "Passing on the inside," "Heads up on the rail."). More experienced riders and handlers should help less experienced riders and handlers by yielding the right of way and politely pointing out any unsafe arena use.
8. Patrons and guests using equipment such as jumps, barrels or poles must replace equipment to the exact location from where it was taken. Do not change instructors' courses or patterns. If there are horses already in the arena, please ask their riders or handlers before setting up your equipment, as rolling barrels and other equipment setup may spook some horses.
9. Patrons and guests may not use others' poles, jumps, barrels or other arena equipment without prior permission.
10. Turnout Policy. Turnout is only permitted in the areas designated by Stable. No turnout is allowed in the outdoor arena at any time. Riders have priority over turnout for arena use. If a horse is turned out in an arena when someone else wants to ride, the horse's handler must pay attention and remove the horse from the arena immediately. Riders waiting to ride in the arena may politely ask those with turned-out horses to remove them from the arena.
11. If any rider falls, all other riders must immediately halt their horses and dismount, then call Stable management and/or 911 for assistance.
12. If any horse gets loose, whether inside or outside of the arena, all riders must halt and dismount until the loose horse is caught.

Accidents and Injuries

1. If any person witnesses an accident or injury of any kind, they must report it immediately to Stable management so that proper care can be administered. All persons on Stable premises must follow posted emergency procedures.

Outside Trainers and Instructors

1. All outside trainers and instructors, whether or not receiving compensation, must be pre-approved by Stable management and must provide commercial liability insurance that names Stable and Stable Owner as an additional insured.