



Client Info

Name:

Address:

Phone Number(s):

Email:

Emergency Contact:

Name:

Phone Number(s):

Relationship:

Client Agreement

This agreement is dated _____

In the state of Colorado by and between Eden's Aspens Horsemanship, LLC (EAH), its trainer, staff and employees

And Client _____ (Printed Name)

Client agrees with EAH to become a part of the EAH programs for the purpose and under the terms agreed to as follows. Client and EAH mutually agree to as follows:

EAH Training Program:

EAH has complete control over the manner of training. EAH does not guarantee any effect of the training program or that any particular result will be achieved, since this depends a great deal on the individual physical, mental and emotional ability of Client.

Terms of Payment:

Client agrees to pay EAH according to attached fee schedule. Client will receive monthly statements on the first (1st) day of each month itemizing lessons. Such statements will be due and payable on the fifth (5th) day of each month by either cash or check. If payment is received after the 5th day of said month a \$5.00 late fee will be assessed for each day past due. A fee of \$50.00 plus any bank charges will be assessed for any check that is not valid or is returned NSF.

Leasing Horses:

If you are leasing a current EAH boarder's horse, the contract between you and the horses' owner along with this contract are both binding and it is your responsibility to abide by both contracts and rules. You are required to take weekly lessons with EAH on the leased horse.

Facilities:

EAH and Client will share use of facilities; See attached Barn Policies for specific guidelines. Clients will have use of client lounge, tack room, equipment hooks arena, round pen, obstacle course, and saddle space (if saddle is owned). All other areas, unless otherwise marked are for community use. Client acknowledges Client has inspected the facilities and finds them in safe and acceptable order.

Risk of Loss:

Client agrees to hold EAH harmless from any and all claims arising from damage or injury caused by horses to anyone, and defend EAH from any such claims. All costs, no matter how catastrophic, connected with any horse on premises are to be carried by Client. Client further agrees he/she will be solely responsible at all times for any and all acts of Horse including but not limited to damage to all property, and claims or injuries or loss of life that may be sustained by Client, Client's family, invitees and agents of any other persons on the property. The General Agreement and Release of Liability attached hereto form a part of this Agreement.

Insurance:

Client fully understands that EAH does not carry any insurance for any property (tack, equipment, cars, etc.) not owned by EAH for boarding or for any other purposes, whether public liability, accidental injury or theft.

It is Client's responsibility to carry full and complete insurance coverage on Client and all personal property.

EAH Rights to Refuse Services:

EAH reserves the right to refuse the continuation of lessons for any reason, to include but not limited to: Client's refusal to obey barn rules or to cooperate with EAH on reasonable requests relative to management, training, welfare and safety of animals and people on premises. After all fees have been paid in full this agreement is concluded.

Riding Equipment, Tack and Barn Policies:

Client acknowledges that they have been advised by EAH to purchase and wear a well fitted helmet fastened securely under the chin while working around or riding Horse. Client further acknowledges that they are hereby advised by EAH to always wear hard-soled fully-enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. EAH agrees to advise Client on the use of reasonable tack equipment for Horse. Client bears sole responsibility for their ultimate choice of tack and equipment, and for the security of such items. EAH will not be liable for Client's loss of tack or equipment. Client agrees to abide by all EAH rules and regulations. The Barn Policies attached hereto form a part of this Agreement.

Termination of Agreement:

Client may terminate this contract without cause upon at least 24 hours notice before lesson. EAH may request that Client vacate the property immediately for any violation of this Agreement or the rules.

Binding Effect:

All terms and conditions of this Agreement will be binding on the heirs, successors, and assigns of Client.

Attachments:

Each of the following documents are important parts of this Agreement and are incorporated in this Agreement:

- General Agreement and Release of Liability
- Rates and Fee Schedule
- Barn Policies
- Emergency Contact Information
- Horse Instruction Policies and Procedures
- Photography Authorization

This Agreement is made and entered into in the State of Colorado and will be enforced and interpreted under the laws of Colorado. Should any clause in this Agreement be in conflict with the Colorado law, that individual clause is null and void.

This Agreement, including the attachments, represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement or in a written amendment hereto.

When EAH and Client sign this Agreement, it will then be binding on both parties, subject to the above and attached terms and conditions.

Client's Signature

Date

Client's Printed Name

Eden's Aspens Horsemanship, LLC

Date



General Agreement and Release of Liability

This release of Liability is dated: _____

And is observed between Eden's Aspens Horsemanship, LLC ("EAH"), and

(Your Printed Name/Childs Name)
("Client") and if client is a minor, Client's parent or guardian

(Parent/Guardian Printed Name)

This release is in effect starting today and on all future dates on this property, facilities and services of management, managements instructors, employees, agents, client, client's successors, assigns and representatives, agrees to as follows:

Acceptance of Innate Risk:

Client recognizes there are inherent risks related with equine activities and clearly understands all risks associated with participating in such activities. The risks include, but are not limited to:

The potential of equines to behave in ways of bolting, bucking, biting, kicking, spooking, stumbling, rearing, falling or stepping on. All of which may result in injury or death to a person on or around the equines. Equines can overreact to sudden sounds, sudden movement, unfamiliar objects, people or animals. Certain hazards such as footing, collision with other animals including other riders and horses, the limited availability of emergency medical care and the potential of client or other clients to act in a careless manner that may contribute to injury to client or others. Client assumes all risk in association with equines and clearly renounces any claims for any injury or loss occurring on property or with EAH. Client agrees to uphold and follow EAH rules and decree. Client further understands that the behavior of any animal is dependent on, to some extent, the

ability of Client. Client has truthfully shared a full disclosure of their abilities and experience with equines to EAH.

Client clearly releases EAH from any and all claims for personal injury or property damage, even if caused by negligence of EAH or its representatives, agents or employees. This release is also binding to any lessons given off the premises by EAH.

Warning- Read Before Signing

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

I, the undersigned state that I have read and fully understood the above Agreement and Release of Liability, and that I agree to and will uphold its terms.

_____ (Client Signature- if over 18yrs)

_____ (Clients Printed Name)

_____ (Parent/Guardian Printed Name- If Client is under 18yrs)

_____ (Parent/Guardian Signature- If Client is under 18yrs)



Rates and Fee Schedule

Private Instruction: \$50/session

Children's Lessons: These lessons are an hour and a half, which gives time for catching, grooming, tacking up, untacking and turning out with the instructor.
\$55/hour and half session.

Paddock Boarding: \$450/month

Stall Boarding: \$500/month

Training Board: \$350/month (This applies only if Horse is being boarded specifically for training 3-5 times per week and will return home after said training has been completed)

Horse Training Session: \$50/session

Barn Policies

- Barn hours are from 7am to 9pm daily
- Parking is permitted on the front (West) side of barn
- Trailer parking is permitted on the north side of barn
- Horses may only be handled with permission of the Owner or EAH. Do not feed, pet, groom, halter, handle or ride a horse without the Owner's or EAH prior consent
- Each person is responsible for the general cleanup behind their horse in all common areas, including the barn aisle, tie areas, round pen and arena
- Tie horse to secure and designated tie areas only. DO NOT tie your horse to moveable metal panels or wooden fences. Ask EAH for appropriate tie areas
- Do not utilize tack, equipment or horses belongings to another person without prior consent. Leave gates as you found them unless otherwise marked
- Due to the nature of this facility being a boarding AND training facility, facility use is as follows: Priority is given to trainer for use of the round pen for training sessions with or without client involvement. Also, yield the tacking/tie area in the barn aisle to the needs of the trainer. The riding arena is for community use. Please be alert and considerate while riding with others
- Do not use tack, training equipment or health supplies belonging to EAH without prior permission unless it is marked as available for community use
- EAH strongly suggests wearing an ASTM/SEI approved riding helmet and appropriate shoes and pants when mounted
- All participants, auditors and visitors must sign a liability release upon arrival at EAH. This induces family and friends of Clients
- Dogs are allowed on premises, but only after getting the consent from EAH. Do not let your dog off leash unless he/she minds very well on verbal commands. If your dog chases horses, barks often, chases children/small pets, may bite, or does not get along with other dogs, etc. do not bring your dog. If your dog is seen doing any of these things, you may be asked to either cease bringing your dog or to keep your dog on a leash. If you have any doubt about your dogs ability to mind, please do not bring your dog
- **No smoking or alcohol allowed on premises**
- All visitors, riders and boarders are responsible for the proper conduct of themselves and their families and guests while on property. Damage to horses, equipment and facilities caused by neglect or abuse will be charged to the responsible individual. Please report any needed repairs or hazards to EAH staff

_____ (Initials)

Horse Instruction Policies and Procedures

Safety:

All participants must wear appropriate gear while around horses. This includes: long pants (jeans or riding pants), closed toed boots with a heel and approved riding helmet. All participants must sign a Release of Liability and Emergency Contact Information form before riding or participating in any activity on the EAH premises.

Payment:

Students and Clients will receive a monthly statement on the first (1st) day of each month by email itemizing all lessons from the previous month (i.e. January lessons will be billed in the February 1st payment). See Rates and Fee Schedule for specific costs. Such statements shall be due and payable on the fifth (5th) day of each month by either cash or check. If payment is received after the 5th day of said month, a \$5.00 per day late fee will be charged.

Cancellation Policy:

If the instructor must cancel a lesson for any reason, every reasonable attempt will be made to notify the student as early as possible. The Trainer will reschedule the lesson in a mutually satisfactory manner.

If the student needs to cancel a lesson, it must be done 24 hours in advance. Lessons cancelled with less than 24-hour notice, except in the event of extreme weather or an emergency are subject to lesson fee. Trainer may be notified of cancellation either in person or by phone at: 970-590-7052

Horse Care:

Proper catching, haltering, grooming and tacking will be taught in the initial lessons with Trainer supervision. When the adult students become comfortable and familiar with proper horse care and handling, they are then responsible for preparing their lesson horse prior to the start of the lesson. In order to ensure a full hour of instruction, adult participants should arrive 30 minutes before their scheduled session to perform these tasks and plan on staying at least 15-20 minutes after the lesson to untack, cool down and groom their horses. If the student is late and therefore the preparation cuts into the session time, additional lesson time is not guaranteed. In order to fully benefit from your allotted session, plan on arriving early to start on time.

Child participants will catch, groom and tack their lesson horse with the supervision of their trainer during the lesson time, therefore extra time prior to and following lesson does not need to be allowed.

_____ (Initials)



Photography Authorization

I, _____, hereby give my consent for any photographs taken of me, my children/family/friends or my horse during my participation in the Eden's Aspens Horsemanship program to be used for marketing and advocacy purposes by EAH. This permission pertains to photographs used in print form as well as in online form.

Printed Name: _____

Signature: _____

Date: _____