

## *Rising Star Riders 501(c)3*

Date: \_\_\_\_\_

**Students Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**School:** \_\_\_\_\_ **Homeschool:(Y or N)** \_\_\_\_\_

**Name of Adult, Parent(s) or Guardian(s):** \_\_\_\_\_

**Relationship to Student:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Relationship to Student:** \_\_\_\_\_

**Allergies:** \_\_\_\_\_

**Current Disability or Diagnosis:** \_\_\_\_\_

**Explain any behavior concerns:** \_\_\_\_\_

**Explain any anxious or depressive symptoms:** \_\_\_\_\_

**Explain any physical limitation:** \_\_\_\_\_

**Explain any medical concerns:** \_\_\_\_\_

**Horseback riding experience:** \_\_\_\_\_

**Concerns about horseback riding:** \_\_\_\_\_

**Physical activities student engages in:** \_\_\_\_\_

**Other services and resources student utilizes:** \_\_\_\_\_

**Resources and services that you would like for this student:** \_\_\_\_\_

**Expectation(s) of this program:** \_\_\_\_\_

**Questions/comments or additional comments about the student:** \_\_\_\_\_

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## **General Conduct Policy for Parents, Riders, and Guests during Lesson Time:**

### **Prior to Lesson**

- NEVER drop off a student for a lesson without prior instructor permission. At any time, the instructor can request that you remain for the entire lesson depending on the need of the student.
- Please park in designated parking. Allow access for others to park.
- All riders are to wait at designated parent/rider waiting area (bleachers near main arena) until a volunteer or instructor comes to escort them to the corral or rider area.
- If previous lesson is in progress or riders are dismounting, please stay quietly at the parent/ rider waiting area.

### **During Lesson**

- While a riding lesson is in progress, anyone not in the lesson must stay in waiting area or in their vehicles. All children who are not in the program MUST remain with and close to a parent or guardian at all times. The corral area and arenas are off limits.
- No one may enter the arena unless requested by an instructor or volunteer.
- No loud noises (door slamming on cars, loud talking, calling to riders, etc.) shall be permitted.
- No umbrellas, ball playing, or fast type movement games are allowed at any time unless it is during a lesson with an instructor.
- No throwing a ball to the dogs on the property or playing with dogs on the property.

### **After Lesson**

- After lesson, the riders will be returned to their parent, guardian or other transportation.

### **General Rules:**

- All riders must wear a helmet when on or around the horses.
- All gates and corral doors shall remain closed. If you open a gate, close it!
- There is no climbing, sitting, or standing on corral doors, fences, or gates including the arena.
- Smoking, consumption of alcohol beverages and drugs are prohibited on the premises.
- Do not approach a horse with a stroller or wheelchair unless the handler or rider tells you it is appropriate to do so. Horses may spook at the equipment.
- There are no personal dogs permitted on the property.
- There is no running around horses or riding areas.
- All trash is to be disposed of in trash cans.
- No horses are to be handled without program staff's permission and/or supervision.
- Please respect others when speaking or socializing.
- Please do not pet or feed horses without prior permission.

Riding at Rising Star Riders is at the sole discretion of Rising Star Riders. If at any time staff determines that therapeutic riding at Rising Star Riders is not an appropriate activity for a Rider, Rising Star Riders may remove said Rider from the Program.

ACCEPTED BY:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Parent/Guardian/Adult Student]

Rider Name: \_\_\_\_\_

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## Terms and Conditions for Therapeutic Riding Lessons

I, \_\_\_\_\_ (must be over 18) (the “undersigned”), desires that \_\_\_\_\_ (the “Rider”) receive horseback riding lessons from Rising Star Riders and [agrees to be bound/agrees to ensure that the Rider is bound] by the terms and conditions set forth herein.

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### Article I. MEDICAL INFORMATION

- A. The Undersigned certifies that therapeutic horseback riding is not contraindicated to the Rider’s medical history. The Undersigned agrees to provide medical history to Rising Star Riders if requested.
- B. The Undersigned shall notify or disclose to the Executive Director of Rising Star Riders any medical or physical condition that may impact the safety or ability for the Rider to participate in such lesson. Rising Star Riders has the right to refuse service if Rising Star Riders determines that a Rider may not participate in such lesson due to a medical or physical condition.

### Article II. LESSONS

- A. Each lesson shall last approximately 50 minutes and will generally consist of mounting the Rider on the horse, tack adjustments, exercises while mounted, actual riding time, cool down time and dismounting. The Undersigned agrees that the riding instructor may deviate from the Lesson description above and the alternate Lessons may include lessons on barn management, grooming, tacking up, types of tack and tack cleaning.
- B. The Undersigned shall [arrive/ensure that the Rider arrives] to each Lesson on or before the scheduled time therefor, ready to begin the Lesson. If the Rider arrives more than 15 minutes late to a Lesson or is not prepared to begin a Lesson at the scheduled time, such Lesson may be cancelled and the Rider will not receive a refund.
- C. Rising Star Riders may cancel a Lesson due to bad weather conditions such as a heat advisory, thunderstorms, snow and other extreme climate conditions, or as a result of the riding instructor’s unavailability for a particular Lesson. If Rising Star Riders cancels a Lesson, Rising Star Riders may re-schedule if a make-up day and time are available and notify the Undersigned of the new date and time therefor.
- D. If the Undersigned gives the Executive Director at least one business days’ notice that the Rider will be unable to attend a particular Lesson, Rising Star Riders will attempt to find a substitute rider for such time slot and offer the Rider a make-up lesson if another time slot becomes available. Rising Star Riders does not, however, offer refunds or guarantee the Rider a make-up Lesson.
- E. If the Rider misses three (3) consecutive Lessons without the Executive Director’s prior consent, the Rider will be removed from Rising Star Riders program session and no refund for remaining Lessons will be provided.

### Article III. PAYMENT

Rising Star Riders offers riding sessions throughout the year (“Session”). Each Session lasts for a specific number of weeks – typically from 6 – 8. The Undersigned shall pay one-hundred percent (100%) of the total cost of Lessons for each Session prior to the date of the first Lesson of such Session. If Rising Star Riders does not receive the payment prior to the first Lesson for the session Rising Star Riders will remove the Rider from the Session and put the Rider on the waiting list for future session enrollment.

Payment schedules are at the sole discretion of Rising Star Riders.

If a Rider cannot continue Lessons for medical reasons, a written note from the Rider's physician must be provided in order to receive a refund for the balance of the Session. If a Rider cannot continue Lessons for other than medical reasons, however, tuition will not be refunded.

#### Article IV. ATTIRE

The Undersigned [agrees to/agrees to ensure that the Rider] wears proper attire for riding lessons, including long pants, shoes (boots with at least a half inch heel is recommended), and an SEI-ASTM approved riding helmet with an attached harness that fits properly. The Rider must wear his/her approved riding helmet at all times when in the ring, during Lessons, in the barn, or otherwise near horses.

#### Article V. DISCIPLINE AND DISMISSAL

- A. Rising Star Riders will not tolerate any Rider or Parent/Guardian who (i) engages in disruptive conduct, (ii) exhibits behavioral problems that are unacceptable or unsafe, (iii) makes sexual comments or engages in sexual conduct, (iv) is disrespectful to instructors and/or volunteers.
- B. Rising Star Riders reserves the right to remove a Rider from the Program if Rider participation involves unsafe situations or situations involving physical or emotional stress towards other participants, volunteers, staff members or horses.
- C. Rising Star Riders may remove a Rider from the Program if its parent/guardian, family, or guests engages in unruly or unsafe behavior as determined by the Program Director or Executive Director. Depending on the circumstances, Rising Star Riders may issue a prorated refund.
- D. Riding at Rising Star Riders is at the sole discretion of Rising Star Riders. If at any time Rising Star Riders staff determines that therapeutic riding at Rising Star Riders is not an appropriate activity for a Rider, Rising Star Riders may remove said Rider from the Program.

#### Article VI. MISCELLANEOUS

Please direct all notices, questions, suggestions, problems or complaints pertaining to a Rider's Lessons or the Program to the Executive Director at the contact information below. Please note that for the safety of all of our riders, riding instructors and volunteers may not discuss the above during scheduled Lesson times. If there is an immediate risk to safety address the issue immediately, in the moment with the staff who is present on the property.

Kelly McBride, LCSW  
Executive Director  
Rising Star Riders  
785 Tucker Road, PMB 343, Tehachapi, CA 93561  
661-532-8768 (TROT) or 661-300-0342  
kelly@rsriders.org

ACCEPTED BY: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
[Name of Parent/Guardian]

Rider Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## PARTICIPATION AGREEMENT, RELEASE, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK

**BY SIGNING THIS PARTICIPATION AGREEMENT, RELEASE, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK (THIS "AGREEMENT"), YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.**

I, the undersigned, in consideration of the services of Rising Star Riders, its directors, instructors, volunteers, agents, representatives, employees and assigns, including without limitation Kelly McBride (hereinafter collectively referred to as "RSR"), hereby agree to release and discharge RSR on behalf of myself, my minor child, any person for whom I am the legal guardian, or any person for whom I have been granted the authority to sign a release by the legal guardian, my heirs, successors, assigns, personal representatives, and estate as follows:

1. RSR provides a wide range of equestrian activities including horseback riding for therapeutic purposes, and lessons for non-disabled persons. Lessons may be mounted, unmounted, or a combination of both. Horse care, grooming, and informative lecture may involve the use of a horse "on the ground" (unmounted) rather than "in the saddle" (mounted). This Agreement encompasses ALL equestrian and equine activities.
2. I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant and/or volunteer (hereinafter collectively referred to as "participant") bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to third parties. Equine activities, mounted and unmounted, contain inherent risks and hazards and dangers. The following describes some, but not all, of these risks:
  - a) The unpredictability of a horse's reaction to such things as sounds, movement, objects, persons, and other animals.
  - b) Certain hazards such as surface and subsurface conditions of the facility and premises.
  - c) Collisions with other animals or objects.
  - d) The potential of a participant acting in a negligent manner that may cause or contribute to injury, death, or loss to the participant or other persons or animals, including, but not limited to, such acts as a participant failing to maintain control of an equine, or not acting within the participant's ability.
  - e) A horse may, without warning or apparent cause, buck, rear, stumble, fall, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and all

horse tack (including but not limited to saddle, bridle, and girth) may loosen or break.

All of these events or happenings, as well as others, may cause the participant (whether while on the ground, riding the horse, or during mounting or dismounting the horse) to fall or have their body be jolted, compressed, or strained, resulting in **serious injury or death**.

Minor injuries are common and usual, and are accepted as normal for all participants engaging in equine activities.

3. I acknowledge that horseback riding, as well as all other equine activities, is a dangerous activity and involves RISKS that may cause **SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training or lack of training and their past performance.
4. **I voluntarily assume the risk and danger of injury or death inherent in the use of the equine facility, premises, horse, equipment, and gear provided by myself, by RSR.**
5. **I RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** RSR, for any and all negligence, loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, injury, or death, to my person or property.
6. I release RSR from any claim that RSR is or may be negligent in connection with my physical ability, riding experience, or riding ability including, but not limited to, training or selecting horses, the maintenance, care, fit, or adjustment of saddles, bridles, and all other tack used, the failure to use tack, the instruction on riding skills and horse care (whether mounted or unmounted), and leading horses, and supervising horses, riders, and participants, and the equestrian facility and premises.
7. I INDEMNIFY AND SAVE AND HOLD HARMLESS RSR against any loss, liability, damage, or cost that may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith, my participation in any equine activities or any acts or omissions of volunteers, assistants, employees, or agents.
8. I agree to abide by and follow any instructions given or rules established by RSR, or any director, instructor, volunteer, assistant, representative, employee, or agents with regard to my use of the horse or any equipment or gear provided therewith.
9. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in an equine activity and to cover bodily injury or property damage caused to a third party as a result of my participation in an equine event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

10. I represent that, to the best of my knowledge, I do not have a health condition that would make it inadvisable for me to participate in equine activities, and that I will not attempt to engage in equine activities if/when under the influence of alcohol or drugs.
11. The undersigned expressly agrees that this Agreement is governed by the State of California, and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
12. I acknowledge that this document is a contract and agree that if a lawsuit is filed against any party included within RSR for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by Kelly McBride in defending such action.
13. The undersigned hereby grants permission for Kelly McBride or any other instructor of RSR present to act for me in obtaining prompt medical care and attention for myself or for the minor participant named below in the event of any perceived need for medical attention. I agree to release RSR and hold harmless from liability for any injury or damage sustained, and for injury or damage connected with obtaining prompt medical attention for myself or the minor participant named below.

I SIGN AND ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, I UNDERSTAND IT COMPLETELY, I UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IT IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

I have been given sufficient time to read, and understand, and ask questions, if any, concerning the nature of this Agreement. The terms of this Agreement form is the entire agreement between the parties and may not be altered, amended, or modified except in a separate writing signed by both parties. Crossing-out words in this Agreement is of no effect to change the terms of the Agreement. This Agreement is valid for one (1) year from the date signed below.

Must be signed by parent or guardian if participant is under 18 years of age:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Email \_\_\_\_\_

Name of participant if minor: \_\_\_\_\_



## Rising Star Riders Dress Code

Welcome to Rising Star Riders. All of our Dress Code requirements are for your safety around the horses. It is also important for the students, volunteers and instructors to wear proper attire. Dress should be safe, neat, clean and workmanlike.

Boots: Boots with a heel recommended, with a smooth sole. No hiking boots for riding. Shoes must be securely fastened, over the ankle, and entirely enclosed. Never wear sandals, open-toe shoes, or boots with a steel toe.

Pants: Wear comfortable long pants, jeans or slacks. Pants should never be sagging and belts are recommended.

Shirts: No sleeveless shirts! Shirts must be long enough that if you were to lift your arms you cannot see your stomach. A shirt that tucks in is recommended. A polo shirt, button-down or t-shirt is appropriate.

Gloves: Optional but recommended.

Accessories: Please no dangle earrings, or other jewelry that could catch on the horse's hair or tack. No loose scarves or belts that could catch something. No gum chewing. Please wear sunscreen to protect yourself from the sun. In the winter wear layers.

Hair: Hair should be pulled back away from your face. Ponytail holder should be at base of neck so helmet will fit properly.

Helmets: Provided by the program. You are welcome to purchase your own helmet. Ask us about proper fit.

If you have any questions regarding proper attire, please ask. Happy riding!