



Phoenix Equestrian Warriors  
Rescue, Rehab and Restore

# Lesson Agreement

Phoenix Equestrian Warriors-  
Rescue-Rehab & Restore, Inc.  
4876 Vinegar Hill Rd.  
Elbridge, NY 13060  
315-766-6729  
www.phoenixequestrianwarriors.org



## PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your participation in this activity. Said stable or instructor does not guarantee your safety. We invoke the **Inherent Risk Law in New York State- NY State Assembly Bill A1513 (Passed Bill-1152)**

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### **A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE-**

In consideration of the payment of a fee and the signing of this agreement, I the following listed individual, and the parents or legal guardians thereof if a minor, do hereby agree to receive from said stable and instructor a session of horse handling and/or riding or driving instruction on or with one or more of the below named horse/s, on or with equipment owned by the below named person/s.

(STUDENT NAME): \_\_\_\_\_ (AGE) \_\_\_\_\_

EXPERIENCE (check one)

\_\_\_\_\_ Beginner (under 10 hrs)

\_\_\_\_\_ Intermediate (10 - 50 hrs) \_\_\_\_\_

\_\_\_\_\_ Advanced (over 50 hrs)

Does the student have any physical or mental health conditions, problems and/or disabilities which may affect his/her ability to ride a horse? (circle one)    YES    NO

If "yes" describe in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Allergies, medications, needs care, etc..

\*\*\*\*\*

Emergency contact #1: \_\_\_\_\_ relationship to student(s) \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency contact #2: \_\_\_\_\_ relationship to student(s) \_\_\_\_\_ Phone #: \_\_\_\_\_

Write Initials below after reading each section. Parents or guardians must also initial.

**B. DEFINITIONS**

- (1) The term "Lesson" herein shall refer to handling, ground work, riding and/or driving of the above listed horse(s) by student and/or instructor for the purpose of education. Lessons vary in time, generally between 30-85 minutes.
- (2) The term "Student" refers to the person/s receiving Lessons as listed above.
- (3) The term "Stable" refers to the above listed stable
- (4) The term "instructor" refers to the above listed name

**C. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS-**

This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county in which THIS STABLE'S physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to the horse/s described in page 1 of this agreement. The term "RIDER" shall herein refer to the listed rider on page 1 of this agreement who rides, handles, or comes near the HORSE. The term "INSTRUCTOR" shall herein refer to instructor listed on page 1 of this agreement. The term "LESSON" herein shall refer to ground and mounted instruction given to the RIDER by the instructor in exchange for money or an agreed upon barter. The terms "I", "ME", "MY", shall herein refer to the above listed rider and the parents or legal guardians thereof if a minor.

Please initial \_\_\_\_\_

**D. ACTIVITY RISK CLASSIFICATIONS-**

I understand that: horseback riding is classified as RUGGED ADVENTURE RECREATIONAL ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries on other activities. I/WE further understand that applicant/s may have mounted or ground lessons that may encounter one or more of the following but not limited to: woods, rough terrain, hills, water, jumps, traffic, wild animals, and other horses.

Please initial \_\_\_\_\_

**E. NATURE OF STABLE HORSES-**

I understand that: INSTRUCTOR follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 10 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3.5 to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where a much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Rearing; Bucking; Kicking; Biting; or Running from danger.

Please initial \_\_\_\_\_

**F. Terms of Payment**

In consideration of the payment of a fee and the signing of this Agreement, I the following listed individual, do hereby agree to receive from the Instructor a lesson.

The Student shall pay a fee of \$ \_\_\_\_\_ per \_\_\_\_\_, payable as follows:

- (1) Each payment to be due and payable prior to or on the day of Lesson.
- (2) Payment is due for cancellations of less than 1 hour prior to training session with the exception of outdoor sessions in sudden inclement weather and sudden injury to horse(s).

**G. Instructor Responsibilities**

- (1) Instructor shall fulfill the duties in a manner consistent with good and safe basic riding/driving practices and instruction consistent with The American Horse Show Association, the county of Racine, and in the state of New York.
- (2) The Student reserves the right on riding style preference and determines final goal.  
Specific riding horse goals

- 1.
- 2.
- 3.

**H. Terms of Termination**

The term of the Agreement shall be \_\_\_\_\_ to \_\_\_\_\_ basis. Either party may terminate Agreement given \_\_\_\_\_ days written or verbal notice, provided a final accounting by the Instructor is presented and all payments have been made by Student.

**L. Indemnification**

Owner/Student agrees to indemnify Trainer/Instructor unless otherwise provided by insurance against all liability or claims, demands, and costs for or arising out of this Agreement unless by the gross negligence of Trainer/Instructor.

**J. Protective Headgear Offering**

I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by Instructor or have provided for myself protective headgear. Student understands that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death as the result of a fall or other occurrence. It is understood that Instructor provided headgear may not be of perfect fit for each Student head, and that once provided I/WE will be responsible for securing the helmet on Student head at all times. All **MUST** wear protective headgear. Adults mark an "X" below in the box before the statement which Student agrees to:

- ( ) PROTECTIVE HEADGEAR ACCEPTANCE: I/WE request to wear protective headgear which Instructor provides.
- ( ) PERSONAL PROTECTIVE HEADGEAR: I/WE will provide MY/OUR own headgear.  
I/WE accept full responsibility for MY/OUR safety in this decision.

**K. Binding Affect**

- (a) The parties hereto agree that this Agreement shall be binding on their respective heirs, estate, successors and assigns.
- (b) Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitled the wronged party to reasonable attorney fees and court costs related to such breach.
- (c) This Agreement shall be interpreted according to the laws of the state of New York, and in Oneida/Onondaga/Oswego/Cayuga/Madison counties. Any dispute by the Student shall be litigated in and venue shall be the county in which this facility is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.
- (d) In accordance with the New York Law relating to the limitation of civil liability regarding equine activities: **"NOTICE: A person who is engaged for the compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in NY State Assembly Bill A1513." (Inherent risk reform for agri-tourism and equine businesses (S.1152/A.559)).**
- (e) This Agreement contains the final and entire agreement between parties and neither they nor their agents shall be bound by any terms, conditions, or representatives unless amended to this Agreement and initialed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**READ CAREFULLY BEFORE SIGNING**

Student or legal guardian

Instructor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Dawn Conley-Morelli  
Phoenix Equestrian Warriors-Rescue-Rehab & Restore Inc

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone # 1

\_\_\_\_\_  
Phone # 2

\_\_\_\_\_  
E-mail