

Riding Lesson Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

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 with Faith N Friends horses.

Student Name:

Is student a minor (17 years of age and below) ☐ Yes ☐ No

Date of Birth:

If student is a minor, name of parent or legal Guardian:

Address:

Street, City, State Zip

Telephone:

Email Address:

Emergency Number:

EXPERIENCE (check one)

- ☐ Beginner (under 10 hours)
- ☐ Intermediate (10-50 hours)
- ☐ Advanced (50+ hours)

Does the student have any physical or mental health conditions, problems and/or disabilities which may require additional assistance? Type NONE if not applicable.

- ☐ Yes
- ☐ No

If "yes" describe in detail:

Allergies, medications, needs care, etc. Type NONE if not applicable.

Non-household Emergency contact:



Name:
Email Address:
Telephone Number:

Terms of Payment

Considering 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 one-hour lesson, consisting of grooming, tacking up, saddle time, tacking down, and aftercare.

☐ Yes

I understand the Student shall pay a fee of \$47.00 per lesson, payable as follows:

Lessons will be scheduled in 10-week blocks. You will receive an invoice and can pay online with credit, debit, or bank transfer. No check or cash; online payments only. Blocks are scheduled 10 weeks on, 1 week off. You can make partial payments on the invoice weekly, bi-weekly, or pay in full, however, all lessons for the current month must be paid by the 1st of the next month. If payment is not received by the 1st of the month, your lessons will be paused until we receive payment.

Inclement weather conditions sometimes cause lessons to be canceled. In those instances, you will receive a credit against the current invoice. There will be no make-up classes or carryovers to the next 10-week block. At the end of the 10 weeks. If you have a credit balance, you will receive a credit/refund. If you continue lessons, you will receive a new invoice for the next block of 10 weeks. We also have onsite/offsite events on occasion. If one occurs during your lesson block and we cannot have classes, it will be the same process as inclement weather.

You must give at least 24-hour notice to receive credit for a lesson you cannot make. If you do not give advance notice, you will *not* receive a credit and the balance will remain on your account. You will not be able to schedule a new block of lessons until it is paid. No exceptions. Payments are nonrefundable.

Upon completion of this agreement, the instructor will contact you to answer any questions you may have about our program and schedule your lesson(s).

I understand and agree to the following:

- ☐ Protective Headgear is required and provided 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.
- ☐ Appropriate clothing (closed-toe shoes, long pants) are required attire for each riding lesson.
- ☐ I agree to obey all instructor commands immediately and to the best of my ability unless doing so is unsafe and will discuss such concerns with the instructor and if necessary Faith N Friends staff or owner.

TENNESSEE STATUTORY WAIVER AND WARNING. Under Tennessee 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 Tennessee Code Annotated, Title 44, chapter 20.

PARTICIPANT AGREEMENT, RELEASE, AND ACCEPTANCE OF MANDATORY PROTECTIVE EQUESTRIAN HEADGEAR REQUIREMENT I, for myself and/or on behalf of my child or legal ward, have by this agreement, been fully warned and advised by FNF that it is **MANDATORY** that we wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities.



SEVERABILITY: If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, to preserve their agreement and intent to the fullest possible extent.

This Agreement constitutes the entire Agreement between the parties concerning the subject matter in this Agreement and supersedes all other prior agreements and understandings, both written and oral.

The parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though neither party participated in the preparation and drafting of this Agreement.

The Agreement shall be governed by the laws of the State of Tennessee. The venue shall be in Knox County, Tennessee.

Nondiscrimination: Faith N Friends does not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. Faith N Friends is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant based on race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

Liability Waiver and Media Release

Faith N Friends Horse Rescue and Sanctuary

(A Tennessee Non-Profit Organization) Corryton, TN This agreement by and between Faith N Friends Horse Rescue and Sanctuary (hereinafter referred to as "FNF") and the undersigned rider (hereinafter referred to as "rider"), (or the undersigned rider's legal representative, if such rider is a minor or does not otherwise have the legal capacity to contract), is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and is subject to the following terms & conditions:

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

- **1. TENNESSEE STATUTORY WAIVER AND WARNING.** Under Tennessee 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, under Tennessee Code Annotated, Title 44, chapter 20.
- **2. ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF ALL LIABILITY AND INDEMNITY.** I being the rider (or the legal representative if the rider is a minor or cannot otherwise contract), acknowledge that I fully understand that horses and horse tack and equipment are unpredictable and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unpredictable behavior, unsafe terrain (including but not limited to dangers from high cliffs, sinkholes, wild animals, snakes and so on). I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of or arising from FNF, including such personal injury or losses or damages to automobiles, campers, or trailers, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for an injury from falls, horse's equipment, personnel and/or facilities of FNF, from any cause whatsoever, including negligence of any person whatsoever. I hereby release and waive any and all



claims against FNF, its lessees and lessors, its proprietors, and its agents, from any and all liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from my presence or that of my agents or my horses or personal property on or near the proprietor's premises.

- **3. PROPERTY/EQUIPMENT/HORSES.** I warrant that all of my equipment is in good working order and that any horses I have brought are healthy, currently, are properly immunized, and have received a negative Coggins test for which I have provided a copy thereof to FNF.
- **4. I PROMISE** to leave the premises in as good condition as I found them and shall not litter or cause any destruction.

In consideration of the services of FNF, their agents, owners, officers, volunteers, participants, employees, lessors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FNF"), I hereby agree to release, indemnify, and discharge FNF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: contact with wild animals, hiking, and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks, cliffs, and other obstacles whether obvious or not and whether man-made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance which can result in falling from the horse. Furthermore, FNF employees have difficult jobs to perform. They see safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FNF from any and all claims, demands, or causes of action, that are in any way connected with my participation in this activity or my use of FNF's equipment or facilities, including any such claims which allege negligent acts or omissions of FNF.
- Should FNF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- If the lessee files a cause of action against FNF, the lessee agrees to do so solely in the State of Tennessee and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FNF based on any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PARTICIPANT AGREEMENT, RELEASE, AND ACCEPTANCE OF MANDATORY PROTECTIVE EQUESTRIAN HEADGEAR REQUIREMENT I, for myself and/or on behalf of my child or legal ward, have by this agreement, been fully warned and advised by FNF that it is *MANDATORY* that we wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse or other occurrence associated with horse activities. *Faith N Friends often uses photographs, digital images,*

slides, films, and other images or recordings of participants for educational, programmatic, public relations, and accountability purposes. Such photographs or other illustrative material may be used in newsletters, media presentations, or publications produced by Faith N Friends or agencies contracted by Faith N Friends. Neither individual addresses nor telephone numbers will be published within these materials. This section allows you to choose whether you wish to be in films, videos, illustrations, or written text used by Faith N Friends.

NOTICE: * Registered Students for Faith N Friends Horse Rescue are required to agree to media coverage (selecting "Yes") in this media release form to continue lessons.

☐ Yes

SEVERABILITY: If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, to preserve their agreement and intent to the fullest possible extent. **Nondiscrimination:** Faith N Friends does not and shall not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. **Faith N Friends is an equal-opportunity employer.** We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant based on race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.

(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of ("Minor") being permitted by FNF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FNF from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I/We also understand that **all minors under thirteen years of age** must be accompanied by an adult parent or guardian.

NAME OF PARENT OR GUARDIAN:

Phone:

Email:

Volunteer, Participant, Rider's First & Last Name:

Enter the legal name and email address of the adult signer below. (Guardian must sign for a minor.)

Enter the legal name and email address of the adult signer below. (Guardian must sign for a minor.)

This agreement is valid until the end of the signed calendar year and must be renewed each new calendar year.



X _____



Signature Certificate

Document name: Riding Lesson Agreement

Unique Document ID: BD218B66CA82F9391DF20660CFB34C2AE9870C5B



Timestamp

Audit

November 17, 2020 10:50 am EDT	Riding Lesson Agreement Uploaded by Faith Sadiku - faith@faithnfriends.org IP 76.129.229.1
November 17, 2020 1:14 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 17, 2020 1:16 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 17, 2020 1:22 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 17, 2020 1:26 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 18, 2020 7:31 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 1:35 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:11 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:16 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:18 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:19 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:23 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:25 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:25 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:26 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 19, 2020 9:29 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90

November 20, 2020 10:14 am EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 20, 2020 10:14 am EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 22, 2020 10:57 am EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
November 22, 2020 10:57 am EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
January 28, 2021 12:28 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
January 28, 2021 12:28 pm EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
February 17, 2021 2:41 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
February 17, 2021 2:41 pm EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
October 11, 2021 12:11 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
October 11, 2021 12:11 pm EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
December 13, 2021 3:44 pm EDT	Document owner Paloma@faithnfriends.org has handed over this document to faith@faithnfriends.org 2021-12-13 15:44:59 - 108.70.43.90
December 13, 2021 3:44 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
December 13, 2021 3:44 pm EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
February 5, 2022 9:42 am EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161
February 5, 2022 9:42 am EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161
March 27, 2022 10:19 am EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161
March 27, 2022 10:19 am EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161
March 27, 2022 10:22 am EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161

March 27, 2022 10:22 am EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 68.62.189.161
March 30, 2022 1:17 pm EDT	Elle Mlsna - emlsna@vols.utk.edu added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 99.57.194.115
March 30, 2022 1:17 pm EDT	faith sadiku - fsadi123@yahoo.com added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 99.57.194.115
March 3, 2023 12:04 am EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 3, 2023 12:04 am EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 4, 2023 4:30 pm EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 4, 2023 4:30 pm EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
June 7, 2023 11:14 am EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:14 am EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:25 am EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:25 am EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:27 am EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:27 am EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:33 am EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 7, 2023 11:33 am EDT	Faith Love - faith@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
June 23, 2023 3:32 pm EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
April 24, 2024 3:21 pm EDT	Elle Mlsna - ellem@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 10 of 10