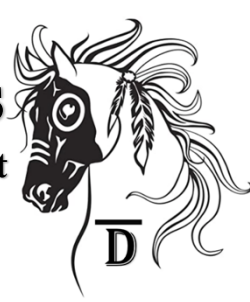




Bar D Performance Horses & Lessons

Waiver, Release, Covenant Not To Sue, and Hold Harmless Agreement



Student Name: _____

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

I, being under no restraint and of my own free will, Do agree to indemnify and hold harmless the instructors, property owners, employees, volunteers, and all other persons connected with Decotah Jackson/ Bar D Performance Horses, from and against any and all losses, claims, actions, pr proceedings of every kind, nature or descriptions which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries to persons, or any damage to property suffered or incurred during the preparation for horseback riding, the lessons themselves, and anytime spent at Bar D Performance Horses subsequent to the lessons, or arising directly or indire3ctly from my participation in any of the horse or pony related activities at Bar D Pe3rformance Horses. By enrolling in Volunteer work understand this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement while engaged in this activity. I promise and covenant for myself, my estate, executors, heirs and assigns not to file a lawsuit or initiate any claim procedure in respect to any personal injuries, property damage or losses I may experience or sustain arising directly or indirectly out of my participation. I acknowledge that I (am/am not) married and that my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Waiver, Release, Covenant Not to Sue, Hold Harmless Agreement.

I acknowledge that there are risks and dangers, both known and unknown, involved in participating in horseback riding and being and working around horses, and I know that unanticipated and unexpected dangers and hazards may occur during my participation in the riding program. "inherent risk of an equine activity" means danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following: the propensity of ana equine to behave in easy that may result in injury, death, or loss to the persons on or around the equine; (b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) Hazards, including, but not limited to, surface or subsurface conditions; (d) A collision with another equine, another animal, a person or an object; (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participator to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant. I freely assume all risks, hazards, dangers, and losses which may occur in connection with my participation in the horse related activities at Bar D Performance Horses.

I acknowledge that I wish to participate in the equine program stated about offered through Bar D Performance Horses and that my participation is voluntary and of my own desire. I certify that the above facts of personal information are true and that I have read and understand the Waiver, Release, Covenant Not to Sue, Hold Harmless Agreement release. I acknowledge photographs taken by Bar D Performance Horses may be used for marketing material, unless otherwise indicated here. No Photo_____.

IF PERMIT HOLDER IS UNDER 18 YEARS OLD AND/OR MENTALLY OR PHYSICALLY HANDICAPPED.

As the undersigned parents and /or natural guardians and/or legal guardian of the participant, I attest and verify that the participant has my full consent to participate in this activity. I warrant that I am the parent/natural guardian or the duly appointed legal guardian, and I have read and understand this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement. I acknowledge that terms and conditions of this Agreement and agree to be legally bound by all of the Terms and Conditions set forth above.

Following the pronouncements above I hereby declare the following:

- ☐ I am fully and personally responsible for my own safety and actions while and during my participation.
- ☐ With full knowledge of the risks involved, I hereby release, waive, discharge Bar D Performance Horses, it's instructors, volunteers, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, sustained by me while participating in any activity while in, on, or around the premises or using the facilities that may lead to the un-intentional exposure or harm.
- ☐ I agree to indemnify, defend and hold harmless Bar D Performance Horses, it's Trainers, volunteers, and all other affiliates from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due injury, loss, or death.

By signing below, I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability, Release Waiver as my own free act and deed with full intention to be bound by the same, and from any inducement or representation.

The Contents and Meaning of this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement are clearly understood by me,

X: _____
Signature of Student/Volunteer/Parent/Legal Guardian (if under 18 years of age)

Date: _____

Safety Rules/ Code of Conduct

Bar D Performance Horses is an equestrian learning facility. The safety is the most important part for both horse(animals) and riders. The goal of this facility is to teach proper behavior, techniques, and etiquette around various types of equines with an emphasis on positive social and emotional learning. For the safety of everyone involved, both animals and humans, please agree to the following.

- ☐ If you arrive early to your lesson, please remain in your vehicle until 5 minutes prior to your lesson.
- ☐ Do not explore the property when not in a lesson. This is private property and instructors do not want to be distracted while trying to teach lessons.
- ☐ If siblings are accompanying student to lessons, please always maintain parental/guardian supervision on them and do not allow them to wander up to horses, dogs, or around the property.
- ☐ Closed toe shoes and long pants are required to be able to ride.
- ☐ Helmets are highly encouraged for any students.
- ☐ A helmet will be provided for the first month of lessons, after that it is highly recommended to have your own properly fitting helmet.
- ☐ No school sports playing or practicing (including but not limited to Football, Golf, Baseball, Soccer, etc.) on Bar D Grounds.
- ☐ Do Not approach, handle, touch, or feed horses without permission.
- ☐ All students must learn to Groom, tack, untack, and lead horses along with riding.
- ☐ Do not bridle horses or cinch girths on horses already saddled without permission.
- ☐ Ground lessons and horseless lessons are just as important as riding lessons.
- ☐ Turn vehicles off on dry grass, hot engines can ignite your vehicle and or grass fires. If you need to leave your vehicle's engine running. Please park in the dirt driveway.
- ☐ Please pick up all your trash, horses live in the pastures you park in.
- ☐ Handle horses, equipment, property and each other with care and respect.

Payments and Cancellations

- ☐ Payments are due at the start of each lesson.
- ☐ Payments are receivable in Cash, Venmo, or Check (payable to Decotah Jackson).
- ☐ Lessons unpaid for a duration longer than 5 days after the lesson will incur a \$5.00 per day late charge, until paid in full, Starting JANUARY 1st 2026.
- ☐ If lessons are unpaid longer than 2 weeks, you will not be allowed to book lessons until all debt is paid.

Cancellation Policy

- ☐ Lesson cancelled within 24 hours of Lesson start time will be charged the full lesson amount.
- ☐ Lesson cancelled within 24 hours of Lesson start time due to weather will NOT be charged.
- ☐ No call/No show lessons will be charge full lesson amount.

The undersigned does hereby agree to all of the above, Waiver, Release, Covenant Not To Sue, and Hold Harmless Agreement, Code of Conduct, Payments and Cancellations, and Cancellation Policy.

X: _____

Signature of Student/Volunteer/Parent/Legal Guardian (if under 18 years of age)

Date: _____

