

Breakaway Farm Enterprises

Summer Riding Camp Registration



Participant Application

WARNING

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.

Please fill out the riding application and medical form in full. Send both forms along with a non-refundable deposit of \$150 to reserve a place. The balance must be sent one month prior to the camp, to be fully enrolled in the camp. Make checks payable to Breakaway Farm Enterprises. No refunds will be made unless a spot can be filled. All questions may be directed to Tam Cristman, Director of Riding, at (802) 372 8491.

Name _____ Date of Birth _____
Address _____

Phone Day time (____) _____ - _____ Evening (____) _____ - _____

Name and phone number of person to contact in case of emergency

Name _____ Phone (____) _____ - _____

Sessions attending (circle one or more):

Session 1 June 24th to June 28th

Session 2 July 1st to July 5th

Session 3 July 15th to July 19th

Session 4 July 22nd to July 25th

Riding ability can be best described as (circle one):

Beginner, Advanced Beginner, Intermediate Advanced

Riding Style:

English, Western, Unknown

Please add any additional riding experience on the back of this form.

Short Release Waiver

(Your signature is in recognition that you have read and understood the following)

On behalf of my child, I accept and assume any and all risks associated with his/her attendance and participation in the camp and its activities. I understand that my child should not attend the camp if he/she is not healthy. I understand that my child must abide by camp rules and the instructions of the camp staff. I agree that if my child is dismissed from the camp, no part of my fee will be refunded. I understand that no reduction in the fee will be made for late arrival, early departure, vacations, illness or injury. In the event that the holder of this contract is required to turn this matter over to an attorney for collection, I understand that I will be liable to the holder hereof for attorney's fees and costs of suit.

In addition, I hereby grant permission for my child to participate in all swimming and horseback riding and other activities that are scheduled as part of this program. Knowing these facts, and in consideration of your accepting my child's application, I, or anyone acting on my child's behalf, agree that Breakaway Farm's Riding Program is not responsible for accidents, injuries, and/or medical or dental expenses arising from my child's participation in the camp. In accordance with this agreement, I promise not to sue, and I release Breakaway Farm and the Riding Program, and anyone volunteering or working on their behalf from all claims of liability or expenses of any kind relating to my child's participation in the previously mentioned camp.

Signature: _____

AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD

WITNESS THIS AGREEMENT AND AUTHORIZATION by and between Breakaway Farm Enterprises., hereinafter referred to as "Management" or "stable" and _____, hereinafter referred to as "Parent." Management is hereby authorized to obtain any and all medical treatment Management deems reasonably necessary for my minor child and/or children.

Parent or guardian agrees to bear any cost connected therewith and shall pay promptly upon billing by the health care provider. Management shall incur no financial liability for medical treatment obtained pursuant to this authorization.

Name(s) of Child(ren)

Health Insurance Carrier: _____

Plan or Identification Number: _____

Primary Health Care Provider & Telephone Number:

Parent's Names and Emergency Telephone Numbers:

First Parent

Name (Print): _____

Address: _____

Phone No(s). _____

E-Mail Address: _____

Signature of Parent or Guardian _____

Second Parent

Name (Print): _____

Address: _____

Phone No(s). _____

E-Mail Address: _____

Signature of Parent or Guardian _____

RIDING INSTRUCTION AND LIABILITY RELEASE FORM FOR INDIVIDUALS

THIS FORM MUST BE COMPLETED BY AND FOR EACH PARTICIPANT.

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

Breakaway Farm and all employees, officers, helpers or contract laborers are hereinafter known as "THIS STABLE".

RIDER NAME:

AGE (IF UNDER 21):

Weight over 180 lbs? YES NO (Our horses may not be capable of carrying a rider over 180 lbs)

Horse Riding Experience: Under 10 hours Over 10 hours

Does this rider have any physical and/or mental health conditions, problems, disorders, and/or disabilities with special needs which may affect his/her safety and ability to ride a horse? _____

If "Yes", please note here and advise this stable prior to riding of how we may assist you with any special needs:

ACCIDENT MEDICAL INSURANCE-

I AGREE THAT: Should emergency medical treatment be required, I and/or my own Accident/medical insurance company shall pay for all such Incurred expenses.

Parents Must Initial Below for Each Paragraph:

REGISTRATION OF RIDERS AND AGREEMENT PURPOSE

In consideration of payment of a fee and the signing of this agreement, I, the following Listed individual, and the parent or legal guardian(s) thereof If a minor, do hereby voluntarily request and agree to participate in riding Instruction as a student at THIS STABLE, and that this student will either ride his/her own horse, or school horses provided by THIS STABLE for Instructional purpose, today and on all future dates.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS

This agreement shall be legally binding upon me, the registered student, and the parents or legal guardian 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 of THIS STABLE'S physical location. 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 all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The terms "STUDENT" and/or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the above registered student rider and the parents or legal guardians thereof if a minor.

ACTIVITY RISK CLASSIFICATION

I UNDERSTAND THAT: Horseback riding Is classified as a RUGGED ADVENTURE RECREATIONAL SPORTACTIVITY 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 approximately 64 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 In other activities.

NATURE OF THIS STABLE'S SCHOOL HORSES -I UNDERSTAND THAT: THIS

STABLE chooses its horses for their sound basic training as is required for use for STUDENT RIDERS, and THIS STABLE follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance of from 3 ~ feet to 5 ~ feet, and the Impact may result In Injury to the rider. Horseback riding is the only sport where one much smaller, weaker

predator animal (human) tried to Impose Its will on, and become one unit with another much larger, stronger prey animal with a mind of Its own (horse) and each has a limited understanding of the 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; bucking; rearing; kicking; biting; or running from danger.

RIDER RESPONSIBILITY

I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple Instructions, and his/her ability to remain balanced aboard the moving animal I agree that the rider shall be responsible for his/her own safety.

CONDITIONS OF NATURE AND INSPECTION OF PREMISES

I UNDERSTAND THAT: THIS STABLE is not responsible for total or partial acts, Occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, Lightning, rain, wind, wild and domestic animals, Insects, reptiles, which may walk, run or fly near or bite and sting a horse or person; and Irregular footing on out-of-doors, groomed or wild land which is subject to constant change In condition according to weather, temperature, and natural and man-made changes in landscape.

SADDLE GIRTH'S NATURAL LOOSENING

I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding Instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal

PROTECTIVE HEAD GEAR WARNING

I AGREE THAT: I have been fully warned and advised by this stable that I must wear

Protective headgear of a quality not less than SEI CERTIFIED ASTM STANDARD F1163 Equestrian Riding Helmet while riding, being and working around horses. I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the headgear wearer's head injuries and may even prevent the wearer's death from happening as the result of a fall from a horse or other occurrence. Riders under 18 years of age are required to use proper equestrian helmets while mounted at THIS STABLE.

LIABILITY RELEASE

I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein. I, the rider, and the parent or guardian thereof, If a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, volunteers, contract laborers, officers, members, premises owners, affiliated organizations, and Insurers from legal liability due to THIS STABLE'S ordinary negligence, and I do further agree that except In the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action and/or litigation against THIS STABLE and ITS ASSOCIATES as stated above In this clause, for any economic and non-economic losses due to bodily Injury, death, property damage, sustained by me and/or my minor child or legal ward In relation to the premises and operations of THIS STABLE, to Include while riding, handling, or otherwise being near horses owned by or In the care, custody and control of THIS STABLE.

PHOTOGRAPHS, VIDEO PRODUCTIONS, AUDIO PRODUCTIONS, WEB SITE PRODUCTIONS AND TELECASTS

I AGREE THAT: Photographs, video productions, audio productions and telecasts may be made of the Rider either alone or together with others, during horseback riding events at such times or places as THIS STABLE shall designate. The Rider agrees that all rights in such photographs, video productions, audio productions, website productions and telecasts Including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to THIS STABLE and or an affiliate of THIS STABLE Its successors or assigns, which may make whatever use of such photographs, video productions, audio

productions, website productions and telecasts as It or they may desire. The undersigned hereby grant to THIS STABLE and or an affiliate of THIS STABLE, Its successors and assigns the non-exclusive right to use likeness for any and all commercial benefit and purpose, without limitation, In perpetuity, throughout the universe, In all media whether known or unknown.

RIDING LESSON APPOINTMENTS AND PAYMENTS: I UNDERSTAND AND AGREE THAT: THIS STABLE offers lessons on a monthly and weekly basis and that lessons should be paid for at the time services are rendered. Horseback riding Instruction held during summer camps is considered a "horseback riding lesson". THIS STABLE does not provide cash refunds or credits for lessons not taken during the appropriate time period. Rider hereby agrees to pay for all riding lessons taken at THIS STABLE, and is responsible for returned Item fees, and legal collection costs If required by THIS STABLE. In cases of inclement weather, rider or Instructor sickness, or other unforeseen occurrences, THIS STABLE reserves the right to reschedule lessons at the rider and Instructor's convenience.

RIDERS ARE EXPECTED TO: Ride In appropriate clothing including but not limited to: Jeans, jodhpurs. Western boots, English riding boots or paddock boots. Bare feet and tennis shoes are not allowed while mounted and are discouraged on premises. Riders are also expected to exhibit proper conduct while on premises at THIS STABLE including abiding by the barn rules, and to follow Instructions given by employees or contract labor personnel of THIS STABLE. THIS STABLE will not accept dangerous, disrespectful or Inappropriate Behavior from parents or students on stable premises. If you have problems that need to be addressed, you are expected to do so with the Instructor and/or Barn Manager In private. Failure to exhibit proper conduct and behavior will result in a forfeiture of lesson monies paid and a cancellation of services provided by THIS STABLE.

All Riders and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, RELATIONSHIP TO GUARDIAN/PARENT AND AGE, ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER

DATE

SIGNATURE OF PARENT ONE

DATE

SIGNATURE OF PARENT TWO

DATE