



## EQUINE-ASSISTED ACTIVITIES AND THERAPIES PROGRAM

### TERMS AND CONDITIONS FOR THERAPEUTIC RIDING LESSONS

I, \_\_\_\_\_ (must be over 18) (the “**Undersigned**”), desire that \_\_\_\_\_ (the “**Rider**”) receive horseback riding lessons (“**Lessons**”) from the instructors of Bridle Paths (“**Bridle Paths**”) and agree to be bound or (if signing on behalf of Rider) agree to ensure that the Rider is bound by the Terms and Conditions below.

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#### ARTICLE I. MEDICAL INFORMATION

A. The Undersigned certifies that the medical history form provided to Bridle Paths as part of Rider paperwork (the “**Medical History Form**”) is a complete and current medical history of the Rider. Medical Update Forms will be provided for completion in each year following initial completion of the Medical History Form.

B. The Undersigned certifies that all required forms for participation are signed and current. If all forms are not complete and current, Rider may be denied participation until such time as all forms are supplied in their updated form.

C. The Undersigned shall, at least one (1) business day prior to the day of any Lesson scheduled for such Rider, notify the Instructor of any medical or physical condition not disclosed or at variance with the information set forth in the Medical History Form. Bridle Paths, in its sole discretion, may cancel any Rider’s scheduled Lesson if the staff of Bridle Paths determines that any medical or physical condition may adversely impact the Rider’s safety or ability to participate in such Lesson. If the staff of Bridle Paths determines that a Rider should not participate in a scheduled Lesson due to any such medical or physical condition, Bridle Paths will attempt to find a substitute rider for the time slot of that Lesson and, assuming the condition no longer exists or if the staff of Bridle Paths determines that the condition will no longer adversely impact the Rider’s safety or ability to participate in Lessons, may offer the Rider a make-up Lesson if a time slot becomes available. Under these circumstances, however, Bridle Paths will not offer refunds or guarantee the Rider a make-up lesson.

#### ARTICLE II. LESSONS

A. Each Lesson shall last approximately sixty (60) minutes. A Lesson will generally consist of mounting the Rider on the horse, tack adjustments, exercises while mounted, actual riding time, cool down time and dismounting, as well as unmounted horsemanship instruction on such topics as grooming and tacking. The Undersigned agrees that the riding instructor may deviate from the Lesson description above and that alternate Lessons may include lessons on such topics as horsemanship, barn management, grooming, tacking up, types of tack, and tack cleaning.



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B. The Undersigned shall arrive or ensure that the Rider arrives, as applicable, to each Lesson on or before the scheduled time, 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. Bridle Paths may cancel a Lesson due to bad weather conditions such as a heat advisory, thunderstorms and other extreme climate conditions, or as a result of the riding instructor's unavailability for a particular Lesson. If Bridle Paths cancels a Lesson, Bridle Paths will attempt to schedule a make-up Lesson and notify the Undersigned of the new date and time for that Lesson. If a makeup Lesson cannot be scheduled, Rider will not be charged for the Lesson that Bridle Paths cancels.

D. If the Undersigned is unable to attend a scheduled Lesson, he or she may sign up for a makeup Lesson on a first-come, first-served basis. Bridle Paths provides a schedule of dates for makeup lessons to be conducted during each calendar year. All makeup Lessons must be completed within each calendar year. The Undersigned is responsible for payment for all invoiced Lessons, including those missed for any reason (except as otherwise provided above).

E. If the Rider misses three (3) consecutive Lessons without prior notice to Bridle Paths staff, the Rider will be removed from the Bridle Paths therapeutic riding program (the "**Program**") and may be charged for Lessons during the month in which Rider fails to attend Lessons.

### ARTICLE III. PAYMENT

Bridle Paths offers riding sessions throughout the year. The Undersigned shall receive a monthly bill on or before the first day of each calendar month for \$280 per month for four weekly lessons. This bill is due and payable to Bridle Paths upon receipt. Failure to remit payment promptly may result in the imposition of a late fee of ten percent of the outstanding amount. Participation in the program at these rates entails a commitment to weekly lessons. The program requires 30 days prior notice from Riders who wish to discontinue their participation in the Program.

A Rider who is unable to participate in weekly lessons program at the rates mentioned above may arrange individual lessons on a space available basis, subject to horse, schedule, and volunteer availability. Any such lessons would be priced at \$90 per 60-minute lesson, and fees for such lessons would be due and payable at the start of each lesson. If an individual lesson is not cancelled with at least 24 hours' notice, there is a \$25 fee for late cancellation. Rates for group participation in program activities will be negotiated on a case-by-case basis and are due and payable in advance of participation.

If a Rider cannot continue Lessons for medical reasons, a written note from the Rider's physician must be provided in order to relieve Rider of the obligation to remit fees for any Lessons received during the





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month. If a Rider cannot continue Lessons for other than medical reasons, the Rider will incur a monthly fee of \$50 in order to retain a spot in the Program.

### **ARTICLE IV. ATTIRE**

The Undersigned agrees that the Rider will wear 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, near horses, and as otherwise specified by Program staff.

### **ARTICLE V. DISCIPLINE AND DISMISSAL**

A. Bridle Paths will not tolerate any Rider or Parent/Guardian who, as determined by Program staff, (i) engages in disruptive conduct, (ii) exhibits behavioral problems that are unacceptable or unsafe, (iii) makes sexual comments or engages in sexual conduct, (iv) behaves disrespectfully to instructors and/or volunteers, or (v) fails to follow Bridle Paths' Rules and Regulations set forth in Attachment A (see attached, the "**Rules**").

B. The Undersigned agrees that Bridle Paths may discipline any Rider who violates the Rules or engages in any prohibited conduct. Such discipline may include a verbal warning, a written warning and, in certain situations, removal of the Rider from the Program. Bridle Paths 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. Bridle Paths may remove a Rider from the Program if the parent/guardian, family, or guests engage(s) in unruly or unsafe behavior as determined by the Program staff.

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

### **ARTICLE VI. MISCELLANEOUS**

A. The Undersigned has executed and returned to Bridle Paths the Medical History Form as part of Rider paperwork, and the Medical Update form in subsequent years, as applicable.

B. The Undersigned has executed and returned to Bridle Paths an executed copy of the Release, Waiver and Indemnity Agreements provided at Attachment B.

C. The Undersigned agrees to abide by or ensures the Rider complies with, as applicable, the Rules set forth in Attachment A.



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D. All notices, questions, suggestions, problems or complaints pertaining to a Rider's Lessons or the Program should be directed to the Program staff at the address below. Please note that for the safety of all of our riders, riding instructors and volunteers, such notices, questions, problems and/or complaints should not be discussed during scheduled Lesson times.

Bridle Paths  
1909 Woodgate Lane  
McLean, VA 22101  
571-216-9089  
[www.bridlepathsva.org](http://www.bridlepathsva.org)

Please signify your agreement with these Terms and Conditions by executing where indicated below.

### AGREED AND ACCEPTED BY:

By: \_\_\_\_\_

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

Relationship to Rider: \_\_\_\_\_

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

\_\_\_\_\_  
[Name of Rider if other than above]

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

Revised: December 2017



## EQUINE-ASSISTED ACTIVITIES AND THERAPIES PROGRAM

### ATTACHMENT A BARN RULES AND REGULATIONS

**Violations of these Rules and Regulations could result in termination  
of participation in BRIDLE PATHS activities.**

**PLEASE SIGN BELOW. RETAIN ONE COPY FOR YOUR RECORDS,  
AND RETURN ONE TO BRIDLE PATHS**

1. ALL PARTICIPANTS (RIDERS, VOLUNTEERS, AND STAFF) WORKING WITH ANY HORSE MUST SIGN BRIDLE PATHS' WAIVER PRIOR TO PARTICIPATING AND GIVE TO BRIDLE PATHS. If participant is under 18 years of age, parent or legal guardian must sign waiver.
2. CLIENTS UNDER THE AGE OF 18 MUST BE ACCOMPANIED TO THE ACTIVITY SITE BY A PARENT OR GUARDIAN. Clients should wait at designated parent/rider waiting area until a volunteer or instructor comes to escort them to the barn or arena. Any parent or guardian who leaves the premises during a lesson shall leave a contact number with program staff in case of emergency.
3. VISITORS (anyone other than BRIDLE PATHS staff, trained volunteers, and riders with appropriate supervision) are not allowed in stalls or turnout areas. Riders may enter stalls ONLY with appropriate staff and volunteer supervision.
4. EVERYONE MUST WEAR A PROPERLY FITTED ASTM/SEI APPROVED HELMET WHEN MOUNTED – BRIDLE PATHS also requires that riders wear these helmets when grooming.
5. No SMOKING in or around barn.
6. No drinking of ALCOHOLIC beverages or use/possession of illegal substances on property.
7. Jeopardizing the safety of horse or human in any way will not be tolerated.
8. All injuries, accidents, or damages must be reported to BRIDLE PATHS immediately.
9. Always CLEAN UP after yourself and your horse (aisle, rings, tack room, etc.) – put manure and trash in proper places – turn off LIGHTS and WATER when done.
10. Do not FEED horses, including treats or hay, without permission from BRIDLE PATHS, or make adjustments to feed without discussing with BRIDLE PATHS.
11. Do not wander around personal property unless accompanied by BRIDLE PATHS personnel.
12. Volunteers and staff must wear appropriate shoes/boots while working around horses.
13. Keep tack rooms clean – swept and trash emptied.
14. Disrespect for others will not be tolerated.
15. Do not ride horses in the barn aisles.
16. Please refrain from using PROFANITY.
17. Regard all parking and traffic regulations.
18. Refrain from engaging in disruptive behavior or making loud noises that might frighten animals.
19. No RUNNING around the horses.
20. Please do not climb or hang on gates.
21. No DOGS.

I/we acknowledge that I/we have read, understand, and am/are willing and able to follow the rules and regulations listed above. Additionally, I/we understand that not complying with these rules and regulations can result in immediate termination of the lesson program.

Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_





## **EQUINE-ASSISTED ACTIVITIES AND THERAPIES PROGRAM**

### **ATTACHMENT B RELEASE, WAIVER & INDEMNITY AGREEMENT**

It is recognized that any horse-related activity entails risk. While the Bridle Paths organization and Mr. and Mrs. Robert and Patricia Meurer and Stone Horse Farm, LLC (collectively, the Meurers) will endeavor to provide safe conditions on the Meurers' property, they cannot guarantee that they can eliminate all risk. The Meurers grant riders, volunteers, instructors, and others participating in or observing the program permission to enter the premises of the Meurers at 43247 Spinks Ferry Road, Leesburg, VA 20176.

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises referenced by address above and known as the property belonging to the Meurers, and/or to use horses and/or facilities either owned or controlled by Bridle Paths and/or to receive training or instruction from the agents or volunteers of Bridle Paths, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding and handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver and Indemnity Agreement.

Therefore, in consideration of being permitted to enter upon the premises known as the Meurers' property and/or receive instruction or assistance from the agents or volunteers of Bridle Paths, Participant assumes all risks of loss, damage, or injury that might be sustained by any or each of the undersigned or any property of any or each of the undersigned while participating in or observing the equine-assisted activities and therapies program or en route to or from these premises. Participant knowingly and expressly waives Participant's rights to sue Bridle Paths and its volunteers, agents, successors, heirs, and assigns; and the Meurers and their agents, successors, heirs and assigns, for any injury, death, loss, or damage caused to Participant or to Participant's property, and Participant agrees to assume all risks inherent in riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to Participant or to Participant's property. Participant acknowledges that Participant has been given notice of the risks inherent in and intrinsic dangers of equine activities, including (i) the propensity of an equine to behave in dangerous ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collision with other animals or objects; and (v) the potential of Participant acting in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the equine or not acting within Participant's ability, and Participant expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks. This waiver and express assumption of risks shall specifically apply to Participant and to any and all minor children and/or wards of Participant, in accordance with the terms of Va. Code Ann. §3.1-796.132B and shall be construed to comply with all exculpatory terms of the Virginia Equine Activity Liability Act, Va., Code Ann. §§3.1-796.130 *et seq.* (*Chapter 27.5, Code of Va. (1950)*). Further, this release shall be binding upon the distributees, heirs, executors, administrators, and guardians of each of the undersigned.

If Participant is a minor or otherwise under a legal disability, this agreement shall be signed by Participant's parent or legal guardian. By signing, the parent or legal guardian agrees: (i) to waive the parent's, guardian's and Participant's rights to sue the parties named in the immediate preceding paragraph; (ii) to assume, on behalf of the parent, guardian, and Participant, the risks set forth in the immediately preceding paragraph, in addition to all other risks of riding or otherwise coming into contact with horses, and (iii) to indemnify and hold harmless Bridle Paths and its volunteers, agents, successors, heirs, and assigns; and the Meurers and their agents, successors, heirs, and assigns, from any and all costs of defending such claims, including attorneys' fees.



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It is expressly agreed by Participant and any parent or guardian whose signature appears on this document that this Release, Waiver and indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Bridle Paths and its volunteers and agents and the Meurers are covered by the provisions of that Act. This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Participant has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from a failure to do so and/or from selecting headgear or footwear that does not adequately protect against injury.

Due to the number of students involved, risks inherent in activities typically conducted at a horse center, and for other valid reasons, the Meurers cannot be responsible for payment of emergency medical and health care services that possibly could result from an accident of some kind. By signature below, Participant agrees to support the position of the Meurers in regard to emergency medical or other type of emergency situation.

### CAUTION: READ BEFORE SIGNING

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

### PHOTO RELEASE

#### CONSENT

I hereby consent to and authorize the use and reproduction by Bridle Paths of any and all photographs and any other audiovisual materials taken of me/my son/daughter/ward for promotional printed materials, educational activities, and exhibitions or for any other use for the benefit of Bridle Paths.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rider/Participant, if over 18, or Parent/Guardian

#### NON-CONSENT

I hereby DENY consent to and REFUSE to authorize the use and reproduction by Bridle Paths of any and all photographs and any other audiovisual materials of me/my son/daughter/ward for any purpose.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rider/Participant, if over 18, or Parent/Guardian





## **EQUINE-ASSISTED ACTIVITIES AND THERAPIES PROGRAM**

### **RELEASE, WAIVER & INDEMNITY AGREEMENT**

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as "STONE~HORSE Farm," and/or to use or come into contact with horses and/or facilities either owned or controlled by STONE~HORSE Farm, LLC, (hereinafter "STONE~HORSE FARM"), and/or to receive assistance of any kind from the agents or employees of STONE~HORSE FARM, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding or handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

**THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS STONE~HORSE FARM AND/OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY STONE~HORSE FARM AND/OR TO RECEIVE ASSISTANCE OF ANY KIND FROM THE AGENTS OR EMPLOYEES OF STONE~HORSE FARM, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE STONE~HORSE FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER, IN ACCORDANCE WITH THE TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS THEREOF, VA. CODE §§3.2-6200 et seq.**

**IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS STONE~HORSE FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED**





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**BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY STONE~HORSE FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.**

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that STONE~HORSE Farm, LLC is covered by the provisions of that Act. This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

**Rider has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.**

### CAUTION: READ BEFORE SIGNING

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Rider/Client Signature

Printed Name

Date

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Signature of Parent or Guardian\*

Printed Name

Date

**\*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER/CLIENT UNDER EIGHTEEN YEARS OF AGE.**