



Stolen Aces Farm

2017 LESSON/RIDING AGREEMENT AND RELEASE OF LIABILITY

THIS AGREEMENT, Dated _____, made between Stolen Aces Farm LLC and its agents, hereinafter referred to as "STOLEN ACES," and RIDER'S NAME :

hereinafter called "RIDER." If RIDER is a minor or is otherwise accompanied by parent, family member, guardian or other persons, all said persons accompanying RIDER acknowledge the INHERENT RISK OF EQUINE ACTIVITIES and are subject to this same Agreement and Release of Liability.

- 1) **Fees** – Lessons are provided on an individual or a package basis and shall be paid in advance. Lesson horses are available upon prior scheduling. The established rates for 2017 are:
 - a. Individual Lessons \$55.00 each
 - b. 10 Lesson Package \$500.00
 - c. Beginner Package \$250.00
 - i. 5 lessons for children 12 years and under
 - ii. Applicable one time only
 - d. For horses in training \$0 first lesson per week/\$35 each additional
- 2) **Terms** –
 - a. Lessons are to be booked and paid in advance.
 - b. STOLEN ACES accepts payment via PayPal, check or cash.

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6655 N. Torrey Pines, Las Vegas, NV 89131 - Ranch
7260 W. Azure Dr., Suite 140-301, Las Vegas, NV 898130 - Mailing

Terri Sturm, Owner - terri@stolenacesfarm.com - 702-274-5900
Andy Marlett, Trainer - andy@stolenacesfarm.com - 612-210-3299
Nikki Bell, Instructor - nikki@stolenacesfarm.com - 425-359-5313

- 3) **Apparel –**
- a. RIDER must wear long pants and hard-soled, closed boots or shoes with a slight heel.
 - b. Helmets are required for all minors and beginners.
 - c. Used attire may be available for a limited time to new students. Regular students are expected to provide their own riding apparel.
 - d. **ALL RIDERS UNDER THE AGE OF 18 MUST WEAR PROTECTIVE HEADGEAR UNLESS WAIVED IN WRITING BY PARENT OR LEGAL GUARDIAN.**
- 4) **Cancellation Policy –** Lessons must be cancelled at least 24 hours in advance. Lessons not cancelled 24 hours in advance will still be charged, except in emergency situations or inclement weather.
- 5) **Facilities –** Include the combined properties located at 6655 N. Torrey Pines Dr., 6411 W. Deer Springs Way, and 6680 Rebecca Rd., Las Vegas, NV 89131 hereinafter referred to as the PREMISES.
- a. STOLEN ACES agrees to provide adequate facilities for normal and reasonable riding.
 - b. STOLEN ACES will require RIDER to respect the rules and care of the riding facility as posted and/or distributed.
- 6) **Acknowledgement of Risk -** The undersigned agrees that the participation in equestrian or related events and/or training, either as a contestant, an employee, independent agent or a volunteer exposes the participant to a substantial and serious risk of property damage, personal injury, or death. The undersigned expressly acknowledges that his/her participation in the event and or training will involve hazards, and assumes the risk of being harmed or damaged thereby. I have read the Acknowledgement of Risk and fully understand what I have read. By initialing this document, I agree to the terms and acknowledge the risk. _____
(RIDER or Legal Guardian initials)
- 7) **Hold Harmless -** RIDER agrees to hold STOLEN ACES, ITS AGENTS, TRAINERS, INSTRUCTORS AND PROPERTY OWNERS harmless from any claim resulting from damage or injury caused by horses or equipment to anyone and agrees to pay legal fees, and /or expenses incurred by STOLEN ACES, ITS AGENTS, TRAINERS,

INSTRUCTORS AND PROPERTY OWNERS in defense of such claims. RIDER also agrees to hold STOLEN ACES, ITS AGENTS, TRAINERS, INSTRUCTORS AND PROPERTY OWNERS harmless from any injury that may occur to RIDER while on the PREMISES.

- 8) **Covenant Not to Sue** - The undersigned covenants that the undersigned shall not now nor at any time in the future, directly, or indirectly, commence or prosecute any action, suit or other proceedings against STOLEN ACES, ITS AGENTS, TRAINERS, INSTRUCTORS AND PROPERTY OWNERS, and any sponsors concerning, arising out of, or related to the actions, causes of action, claims or demands are hereby waived, released or discharged by the undersigned.
- 9) **Assurances** - The undersigned has full power, authority, capacity and right without limitations to execute, deliver and perform this release.
- 10) **Binding Effect** - This release shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors and assigns.
- 11) **Assignment** - This agreement cannot be assigned by the OWNER or RIDER without the express written consent of the OPERATOR.
- 12) **Rider's Acknowledgement** - RIDER acknowledges that all the contained articles of this document also protect the OWNER of the horse and the OWNER of the property on the same basis as STOLEN ACES, ITS AGENTS, TRAINERS, INSTRUCTORS AND PROPERTY OWNERS.

This release has been fully and carefully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this release as a condition to being permitted to participate in such event/training/lessons upon the PREMISES. _____(Rider's initials. If under 18, Legal Guardian Initials)

ATTENTION! UNDER NEVADA LAW, A PARTICIPANT IN EQUINE ACTIVITIES ASSUMES THE RISK OF ANY INJURY, HARM, DAMAGE, OR DEATH AND ANY LEGAL RESPONSIBILITY THAT MAY OCCUR TO PARTICIPANT RESULTING FROM THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES. PURSUANT TO NRS 41.519, EQUINE PROFESSIONALS ARE NOT LIABLE FOR DAMAGES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

Executed on this day _____ of _____ (Month) _____ (Year)

RIDER

STOLEN ACES

Signature

(If under 18, Legal Guardian Signature)

RIDER/OWNER PERSONAL INFORMATION:

Name : _____ Birthdate: _____ Age: _____

Emergency/Guardian Name : _____

Emergency Contact # : _____

Address: _____

Email: _____

Cell # : _____

Home # : _____

Riders Health Issues: _____

Signature : _____

(If under 18, Legal Guardian Signature)