# POTOMAC HORSE CENTER, INC

# **Early Spring 2022 SESSION REGISTRATION**

14211 Quince Orchard Road North Potomac, MD 20878

February 7, 2022 – April 17, 2022 (10 Weeks)









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Name of Rider:
Liability Release: IN CONSIDERATION of the Potomac Horse Center, Inc. ("PHC"), allowing my participation in this activity or any other activity, under the terms set forth herein, I the rider or visitor, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to fully indemnify and hold harmless from any and all costs and expenses, including but not limited to ambulance service fees, release and discharge PHC, it's owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, if applicable, (including but not limited to the Maryland-National Capital Park and Planning Commission and it's employees, and Montgomery County, MD), affiliated organizations, insurers, and others acting on behalf of PHC or the individuals and entities set forth herein (hereinafter collectively known as the "Parties"), of and from all claims, demands, causes of action and legal liability, whether known or unknown, anticipated or unanticipated, due to PHC and the Parties ordinary negligence; and I do further agree that except in the event of gross negligence and willful and wanton misconduct, I shall not bring any claim, demand, legal action and/or cause of action, against PHC and/or the Parties for any loss (including but not limited to economic and non-economic loss, loss due to illness, pandemic, bodily injury, death and/or property damage as well as damage to my horse or any horse borrowed or leased by me) sustained by me and/or my minor child and/or legal ward in relation to this activity or any other activity, the premises and operations of PHC, to include while riding, handling or otherwise being near any horse at this activity or any other activity, whether the horse is owned by or in the care, custody, and control of PHC, or a third party, on of off the premises of PHC.
I understand and acknowledge that horseback riding is a dangerous sport activity and that there are numerous obvious and non-obvious inherent risks involved in riding and working around horses, such risks can include bodily injury and even death and are always present in such an activity despite all safety precautions. Horses are unpredictable prey animals with flight as their first instinct, and while PHC has made every effort to selectively choose and properly train all school horses, safety can never be guaranteed. For that reason, ASTM/SEI approved horseback riding helmets, appropriate apparel, and strict adherence to PHC rules and regulations are mandatory at all times. A body protection vest, commonly used by cross-country riders, may offer additional protection and is therefore approved for use at PHC if Rider chooses to own and use one.
$\boldsymbol{X}$
Rider's signature (Parent or Legal Guardian if Rider is a minor)  DATE
PRINTED NAME
$\mathbf{R}_{\mathbf{V}}$ .

DATE

Witness: Potomac Horse Center, Inc.

<u>COVID 19 Procedures</u>: Thank you for participating in Potomac Horse Center's Early Spring Session. Although there has been great progress in fighting COVID 19, there are still precautions that need to be taken.

- 1) To keep the number of people in the barn to a minimum, up to 2 adult parents/guardians/caregivers may enter the barn to observe the lesson.
- 2) Until further posted notice, YOU MUST wear a mask at all times on the premises.

# POTOMAC HORSE CENTER'S RIDING LESSON POLICIES AND PROCEDURES

We're committed to the safe enjoyment of horsemanship, and as such require that you follow our policies and procedures at all times. Please read and agree to the following rules and regulations. If you have any questions whatsoever you are always welcome to bring them to our attention.

#### Part 1: Before you ride

PLEASE ARRIVE ON TIME! Late arrivals to one's lesson are extremely disruptive & unfair to other people in the class. We reserve the right to refuse entry into a class in progress.

The following clothing and equipment are required:

- ✓ Sturdy shoes or boots with a separate and defined heel of at least ½ inch, not to exceed 1.5 inches
- Well –fitting long pants
- ✓ A riding crop
- ✓ A horseback -riding helmet that was manufactured after 2000 and is ASTM/SEI approved

Riders wearing inappropriate apparel such as shorts, sneakers, etc. will not be allowed to ride resulting in forfeiture of the lesson and ineligibility for a make-up lesson.

Potomac Horse Center is open for business every day of the year except for Thanksgiving and Christmas days. Some Sunday lessons may be canceled for PHC Open House, and some PHC Horse Shows.

Absolutely NO DOGS are permitted anywhere on PHC premises.

# Part 2: During your lesson

All riders are responsible for properly leading their assigned horse to the assigned arena and returning their horse to it's stall when the lesson is finished.

All lessons will include time – as determined by the Instructor – to mount, adjust tack, properly warm-up, to dismount, cool-down and return your horse to it's stall. A 30 or 60 minute lesson does not constitute 30 or 60 minutes in the saddle.

Beyond the allotted lesson time, there may be additional procedures necessary for the proper care of your assigned horse. These may include, but are not limited to, hosing, sponging, walking-out, and blanketing. Important horsemanship skills (other than simply riding) will be taught during your lesson as deemed necessary by the Instructor.

### Part 3: After you ride

Proper cool-out after a lesson is critical to a horse's well being. Your Instructor will advise as to when this is required. There will be a \$10.00 additional charge if your horse is not properly cooled-out before being returned to the stall. This fee, once assessed, must be paid in full prior to your next lesson assignment.

Clients are welcome to inform the scheduling desk if they do not wish to be assigned a particular horse the following week. Any such requests must be updated after each ride and will not carry forward from week to week or lesson. It is the Rider's responsibility to inform the office staff of their wishes after each and every lesson. Only one horse at a time may be "no requested." Lesson horse is assigned by the Instructor and/or stable management each week – <u>rider requests will be considered but are never guaranteed.</u>

### Part 4: Your Class

Group classes are limited to a minimum of four (4) and a maximum of eight (8) students, excepting when the arena is divided, where the maximum will be six (6) students on either side. Mini-mite classes are one-half (1/2) hour in length, and limited to four (4) children per group.

If no more than three (3) persons register for a group class, Potomac Horse Center, Inc. may revise the class to a semi-private class at the semi-private rate. The Riders alternatively have the option of being reassigned to another group class.

When, because of rider absences, attendance in a one (1) hour group lesson drops to only one Rider, the lesson duration may be reduced to 30 minutes. With only two (2) or three (3) riders, the lesson may be reduced to 45 minutes.

If your partner drops out of a semi-private lesson, your only options are 1) find another partner, 2) pay the private lesson rate, or 3) join a group at your level.

Potomac Horse Center may substitute Instructors at any time for any reason. Substitutions do not change the terms of this service agreement in any way.

## Part 5: Lesson Cancels

ALL cancellations of lessons (snowstorm exception below) must be made in person, by phone, by voice mail, or email a minimum of 24 hours in advance in order to not be charged for the lesson.

A late cancellation will result in forfeiture of the lesson and you will be charged.

In the event that a Rider does not show, the lesson is forfeited, and you will be charged.

Snow Cancellations: PHC typically remains open for business when it snows. Your horse assignment will be tacked and ready for you unless we call to cancel or you call to cancel. This exception to the 24 hour cancellation policy will not be granted unless precipitation has actually begun to accumulate! Flurries and anticipated winter weather events do not constitute valid reasoning for a cancellation. Without any notification, your lesson will be forfeited.

**REFUNDS**: Possible exception for credit/refund: legitimate medical reasons that are accompanied by a legible note from the treating Medical Doctor on office letterhead or prescription pad additionally subject to PHC administrative consideration and approval.

#### Part 6: Registration and Payment

Our session registration is planned to occur two weeks prior to the beginning of a new session; however, you may register at any time subject to availability. All riders are required to complete a new registration form and liability waiver for each session.

Clients enrolled in the previous session may register during the first week to reserve their current spot if the class is continuing, or move to another available appointment. New clients typically register during the second week of the two week registration period. Private or Semi-private lesson availability is not guaranteed from session to session.

C H E C K	Purchasing Option #1: If you wish to be scheduled in advance for a weekly class, and choose to pay-as-you-go under Option #1, you must tender a refundable \$100 deposit at the time of registration. You will be charged for each lesson as it occurs. You will also be charged for any late cancellation (less than 24 hours) or no-show for your weekly appointment. Your deposit is refundable, or can be carried over to the next session, or can be used against the cost of final lesson(s), should you choose to discontinue lessons at Potomac Horse Center.
O N E	Purchasing Option #2 You may purchase individual lessons prices \$5.00 higher than full lesson rates; however; your appointment is on a space availability basis. We will make every effort to accommodate you, and the earlier you can request an appointment, the better. You must call PHC no later than 4:00 PM on the day prior to the desired lesson, to verify availability. Lesson availability under this option is never guaranteed. Please be advised that the lesson appointment to which you are accustomed may be sold to another Client on a first come, first serve basis, or an appropriate horse may not be available at that time.

# Part 7: Late Registration

Clients may register at any time during a session on a space available basis.

#### Part 8: Refusal of Service

Potomac Horse Center, Inc. reserves the right to refuse service to anyone at any time. While it is not possible to list every circumstance in advance, some examples include: incorrect attire; inappropriate or abusive behavior to horses, staff, or other clients; disregard for the rules, regulations and procedures stated within this document or otherwise—written or oral, late arrival for lessons, weight exceeding the horse's ability to carry, excessive anxiety, or language barrier sufficient enough to be a safety concern.

#### Part 9: Practice Rides

Practice rides are only available to clients who are currently registered for lessons at the intermediate level and above, who can walk, trot, and canter in a group, and who can mount and adjust their tack independently. You must have permission from your instructor, and at no time is practice ride availability guaranteed.

# Part 10: Acceptance of Terms of Service

BY AFFIXING MY SIGNATURE BELOW, I hereby certify that I have carefully read, understand, and willingly accept and agree to the terms, conditions, policies and procedures as set forth in this five (5) page Agreement. I acknowledge and agree that PHC occasionally takes or purchases photographs of students in PHC or related equine activities for marketing purposes. PHC has my permission to use such photographs taken of me or any individual under my care or responsibility.

I am aware that a copy of this completed Agreement, for reference, is available upon my request.

If the lesson registrant is a minor, the Parent or Legal Guardian must sign this Agreement. If payment for the session is tendered by another person on behalf of the registrant, payer's signature is additionally required.

# A CURRENT PHC LIABILITY RELEASE on page 2 must be completed with this Agreement.

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Signature of Rider (Parent or Legal Guardian if Rider is a minor)	DATE		
PRINTED NAME OF SIGNER			
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Signature of Payer (If different person other than Rider/Parent/Guardian)	DATE	DATE	
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Registered by:	•		
Signature of Employee: Potomac Horse Center	DATE		
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CREDIT CARD#	EXPIRE	Security Code	