

## Misty Run LLC

### Training Agreement

Thank you for choosing Misty Run LLC to help you learn how to ride horses. We are excited to work with you! Please take a moment to give us your information and complete our rider release form and training agreement.

Client information:

Rider's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Parent/Guardian/Conservator (if applicable): \_\_\_\_\_

The Client and The Company agree as follows:

#### 1. The Services

- A. Misty Run LLC will provide client with access to weekly scheduled riding lessons which will meet at the same day and time each week, and the lessons will either be 30 minute privates or 1 hour groups. In addition, Misty Run LLC will provide two unmounted group horsemanship classes per month.
- B. Misty Run LLC will provide riding instruction
- C. Riders will be automatically grouped together with riders of similar ability and level. This is paramount to our barn culture and philosophy of creating a community that encourages camaraderie, friendship and support. We feel this leads to higher quality riding, lessons, and just plain more fun.
- D. Beginner riders will start with a 30 minute private lesson until their instructor recommends they are ready to join an appropriate group lesson.

Initial: \_\_\_\_\_

#### 2. Client Requirements

- A. Client Must show up on time.

- B. Client must be wearing proper riding attire- boots with heels and riding breeches
- C. Client must be coachable, positive, and have a good attitude!

Initial: \_\_\_\_\_

### 3. Compensation and Payment

- A. Clients have the choice of a variety of subscription plans to meet their needs. These plans are found on our website and are automatically renewed each month. We recommend that the client meet with our staff to ask questions about our plans and to find the right plan for them. Clients are required to complete a subscription plan to ensure a regular lesson time. A la cart lessons are available via our website on a limited basis. Fees vary for a la cart and subscription plans and cannot be interchanged.

Initial: \_\_\_\_\_

### 4. Scheduling

- A. Client will receive a dedicated time and a day of the week where there will be an appropriate school horse and with a group of riders with similar ability reserved each week
- B. If client cannot make their time during a week- **We do our very best to accommodate make up lessons when needed. Monthly Tuition is due in full at the beginning of every month regardless of make up schedule.** We operate on a 44 week calendar year. This allows for our amazing horses to have down time, allows for extra time for make up lessons or extra lessons, vacation times, clinics and shows. This also allows everyone to be able to plan. Our is posted on our website for clients to check out weeks we are closed and other events. In the event that the weather prevents riding- unmounted horsemanship lessons will be substituted. The best way to get the most value out of the program is to make it a priority and a commitment not to miss your dedicated lesson time(s)
- C. If client would like to make a long-term change to their dedicated lesson time, they may do so a maximum of 1 time in a 90 day period by texting 910-330-8509

Initial: \_\_\_\_\_

### 5. Cancellation.

This agreement may be canceled by either party with at least 7 days notice prior to the desired date of termination. In order for client to cancel the payment- please text at 910-330-8509

Initial: \_\_\_\_\_

## 6. Additional Services

All services outside the scope of this agreement that are requested by the client and which the company agrees to perform will be scheduled and paid for via the client prior to services being rendered. All Services are listed and can be purchased on our website.

[www.mistyruneventing.com](http://www.mistyruneventing.com)

### 6.A Horse Shows

Both on and off property horse shows are available for students who wish to participate in shows. Horse shows are by no means mandatory. Students who wish to show must discuss their goals and aspirations with their coach at their goal setting meeting so that we can get you off on the right track.

#### Horse show fees include:

**Hauling:** \$1.50 per mile each way

**Travel Expenses:** Trainer hotel and \$30 per diem trainer food will be split among the clients equally going to the show

**Coaching Fee:** \$75 per day per horse.

Initial: \_\_\_\_\_

## 7. No Guarantee

The company does not warrant or guarantee any specific level of performance or results. The results of your riding program are largely based on the efforts of the student.

## 8. Communications

Client agrees to communicate all scheduling changes or any other concerns about the program either through the barn telephone via text message at 910-330-8509

## 9. Release of Liability

I acknowledge the risks and potential for risks of horseback riding and activities in and around a facility where horses are kept and farm machinery operated. However, I feel that the possible benefits to me/my son/my daughter/my ward are greater than the risk assumed. Intending legally to bind myself, my heirs, and assigns, executors or administrators, I hereby waive and release forever all claims for loss or damages of any kind against Misty Run LLC for any and all injuries and losses that I/my son/my daughter/my ward may sustain while participating. This release includes without limitation the risk of negligent instruction and supervision. I engage in activities with Misty Run LLC voluntarily with knowledge of the risks and I assume all risks of injury, death, and property damage that may result. I agree to bear any loss myself. I acknowledge that Misty Run LLC are materially relying on this waiver and assumption of risk in allowing me/my son/my daughter/my ward to participate in activities with Misty Run LLC

**By their signatures below, the parties hereby understand and agree to all terms and conditions of this Agreement.**

**Client**

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

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**The Company**

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

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



