LESSON CONTRACT & LIABILITY WAIVER

BKW HORSEMANSHIP LLC, Brian K. Whittaker Owner/Operator Primary location: 3580 Yancy Avenue, New Germany, MN, 612-791-2410, whittsendranchbkw@gmail.com

Services may be provided at various locations as agreed upon.

This is a contract and Liability Waiver for Lessons with **BKW HORSEMANSHIP LLC**. This Agreement refers to the person receiving instruction as "STUDENT" (or Parent/Guardian). This Contract supersedes and replaces previous Contracts, written and oral. It does not expire.

1. 2026 RATE SCHEDULE

By initialing this page, Student/Parent acknowledges they have reviewed and agree to pay the following rates for any service provided:

- **Private Horsemanship:** $70 (45 min)
- **Roping Sessions:** $70 (Groundwork, 45 min) / $80 Calf sled,Speed trainer (45 Min.)
- **Group/Semi-Private:** $60 per person (Semi) / $50 per person (Group 3+)
- **Horse Usage Fee: $30.00 Flat Fee** per session

2. TERMS & CANCELLATIONS

Lesson Scope: Time includes grooming, tacking, groundwork, riding, untacking, and professional consultation.

- **Cancellation:** at least **24 HOURS IN ADVANCE**, otherwise the lesson is deemed taken and must be **PAID IN FULL**.
- **Punctuality:** If a student is 50% **late or more**, the lesson is forfeited but must be paid in full. Lessons end at the scheduled time regardless of start time.
- **Safety:** Students must ensure all tack is secure before mounting. Ask the Instructor for assistance if in doubt.

3. PAYMENTS & WEATHER

- **Payments:** Preferred before lesson starts, or immediately after completion. **Late Payments will be charged $10.**
- **Methods:** Check preferred, or Cash, Venmo, Paypal, Credit Cards. **NSF Fee: $35.**
- **Weather:** Lessons may be canceled for inclement weather. It is the Student's responsibility to confirm the schedule.

Initial after reading and agreeing:_____ page 1 of 3

4. PROTECTIVE HEADGEAR (HELMETS)

HELMET POLICY

Horse-related activities involve inherent risk, including serious injury or death, whether mounted or unmounted.

Minor participants are required to wear an ASTM/SEI. Minors wear helmets during all horse handling activities

Adult participants (18+) are responsible for their own decision regarding protective headgear during any horse-related activity.

5. LIABILITY & MINNESOTA LAW

WARNING: UNDER MINNESOTA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO MINNESOTA STATUTES SECTION 604A.12.

BKW HORSEMANSHIP LLC shall not be held liable for any sickness, disease, theft, injury, or death suffered by a student, guest, or horse. Student assumes all risks. Student agrees to hold the ranch/premises location harmless from any loss or theft of items.

6. VOLUNTARY RELEASE & INDEMNITY

I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in instruction and training with BKW HORSEMANSHIP LLC. I am aware that activities involving horses are **INHERENTLY DANGEROUS**.

I HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE Brian K. Whittaker, BKW Horsemanship LLC, or Property Owners from all liability for injury, death, or damage resulting from the **negligence** of the Releasees. I further agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss, liability, or costs (including attorney fees) they may incur due to my participation.

Damage: Student shall be held monetarily responsible for any property damage (fencing, buildings, vehicles) or injury to animals on the ranch caused by the **negligence** of the Student or their guests (leaving gates open, etc.).

Venue: This agreement shall be governed by the laws of Minnesota. Any legal action shall be brought exclusively in **Carver County, MN**.

7. SUPERVISION & GUESTS

- Please do not talk with or instruct children during their lesson; it distracts the child and compromises safety.
- You are responsible for your guests to sign a waiver **BEFORE** coming on Ranch property.
- Children must be supervised at all times.

Initial after reading and agreeing:_____

8. STUDENT INFORMATION

Student Name:_____

Parent/Guardian (if minor):_____

Address:_____

City:_____ **State:**_____ **Zip:**_____

Phone:_____

Email:_____( ) check if you do **not** want our newsletter

Emergency Contact:

#1:Name:_____**Phone:**_____

#2

Riding Experience: ( ) Beginner ( ) Novice ( ) Intermediate ( ) Advanced

9. MARKETING RELEASE

BKW Horsemanship LLC has merchandise and marketing. (____) **Initial** to authorize release of photos/video of Student for marketing use. (____) **Initial** if you **DO NOT** want images used.

10. RANCH & LESSON RULES

1. **Manure:** Clean up round pen, arena, and driveway into **Blue Containers**.
2. **Tying:** Tie Horses only to **Silo** or inside barn to Tie Ropes. No tying to panels.
3. **Doors:** Keep barn doors closed.
4. **Property:** Put all ranch property (barrels, etc.) back in the same spot. Close all gates.
5. **Driveway:** Use caution; speed limit is **20 MPH**. Watch for animals and people.
6. **Prohibitions:** No smoking. No Alcohol. No outside pets.
7. **Animals:** Loose animals may be on property; do not approach or pet them.
8. **Final Rule:** If in doubt, Don't.

I have read, understand, and agree to the contract and rules above.

Student/Guardian Signature:_____ **Date:**_____

Initial:_____**page: 3 of 3**