



Brian K Whittaker
BKW HORSEMANSHIP LLC
WHITTS END RANCH LLC
3580 YANCY AVENUE
NEW GERMANY MN 55367
612-791-2410
whittsendranch@gmail.com

Lesson Contract

This is a contract for Lessons with BKW HORSEMANSHIP LLC

DEFINITIONS

The Participant and or Legal Guardian of Participant to be referred as **“LESSON STUDENT”**, **“STUDENT”**, **OR PARTICIPANT**.

The term “Lesson” herein shall refer to but not limited to: handling, ground work, riding and/or roping instruction on the ground, and Horseback by student and/or instructor, or by video instruction for the purpose of education. Lessons vary in time, The term “Student” refers to the person/s receiving Lessons as listed The term “facility”, “Ranch”, or “Property” refers to site or place lessons are performed at The term “instructor” refers to BKW HORSEMANSHIP LLC

This Contract supersedes and replaces previous Contracts, written and oral.

Lesson Time include, but are not Limited to: grooming, tacking, Ground Work, riding, untacking, saddle fit, Video Lesson, Study, Putting the horse, and or Cattle away

Lesson Fees & Terms:

Auditors(Observing students) are welcome for a \$20 fee, but they must have a current waiver and are not allowed in the arena unless invited.

Lesson Horse Fee \$10 per Lesson. Current Lesson Fees, and Discounted Prepaid Lesson Packages can be found at: www.whittsendranch.com

CANCELLATIONS

Students must call to cancel a lesson AT LEAST 24 HOURS in ADVANCE, otherwise it will automatically be considered absence without notice. If you do not call to cancel the lesson, you will not be permitted to make up the lesson and will be deemed as taken and be required to be paid in full. In the event of an emergency or sickness, please call to cancel the riding lesson as soon as you are aware that you will not be able to attend the lesson.

Instructors reserves the right to cancel lessons at any time, without notice (to include once the Student has already arrived) for reasons including, but not limited to: emergencies, horse health, and safety. If Instructor cancels the lesson, no fee will be charged and Trainer will make every attempt to reschedule.

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PUNCTUALITY

Lesson times are planned, Students need to be on time. BKW HORSEMANSHIP LLC aims to be on time however with animals there is an element of unpredictability. If the lesson is started late due to BKW HORSEMANSHIP LLC the lesson time length will remain as planned.

If a student is more than 25% of scheduled lesson time late (ex. 16 minutes for 1 hour lesson) from student scheduled time, student will not be permitted to participate in the lesson unless otherwise agreed and it will be considered an unapproved lesson absence, unless student has made prior arrangements.

Student further understands that even if the student is late, the time for ending the lesson will remain as scheduled, if the lesson commenced late.

The only condition for extending lesson time is if the Instructor is not present at the scheduled lesson time.

If Lesson Time goes over the Scheduled Time the Lesson Student will be expected to pay the extra Time Over.

Questions are Welcomed and should be asked During Lesson Scheduled Time

INCLEMENT WEATHER

Lessons are subject to cancellation for inclement weather, or Emergencies. All Efforts will be made to notify Lesson Students of cancellations, However It is the responsibility of Lesson Students to confirm the schedule.

Please do not talk with your children during their lesson. It distracts your child and compromises their safety.

PAYMENTS

Payments are Preferred before Lesson time starts, Otherwise, Payment is due immediately after the Lesson has completed! Late Payments will be charged \$10

Please Do not wait to untack your Horse, etc before payment!

Checks are preferred, but cash, venmo, Paypal, & Credit Cards are accepted

Late Payment \$10

A fee of \$40 will be charged if a check is returned for insufficient funds (NSF).

MARKETING

Whitts End Ranch LLC, BKW Horsemanship LLC has merchandise available for purchase. It is nice to see Students partaking in the ethos.

I hereby authorize the release of the photographs/video/quotes of Students for Informative/Marketing use (Initials)_____

Initial if you **DO NOT** want images (etc) used (Initials)_____

LIABILITY

Please Read and Initial the Choice Below:

() PROTECTIVE HEADGEAR ACCEPTANCE: I/WE (Parent/Legal Guardian) will provide my own headgear. I accept full responsibility for MY/OUR safety in this decision. ASTM/SEI-approved equestrian helmets are highly recommended for all mounted activities (bicycle, skateboard, motorcycle etc. helmets are not suitable for equine activities and are not allowed in riding lessons).

OR

() PROTECTIVE HEADGEAR REFUSAL: I/WE I/WE (Parent/Legal Guardian) refuse to wear any type of protective headgear. I/WE accept full responsibility for MY/OUR safety in this decision.

While every effort will be made to provide proper care to all horses, & Lesson Students, BKW HORSEMANSHIP LLC shall not be held liable for any costs or loss associated with a horse, and or Lesson Students sickness, damage, theft, injury, or Death

Lesson Student agrees to bear complete and total liability for their horse's continued health and well-being.

Additionally, Lesson Student Agrees to indemnify and hold BKW HORSEMANSHIP LLC, Owners of Facility, Relatives, and guests harmless against any and all claims or loss or damage, injury and Death without limitation.

By signing Lesson Student acknowledges receipt and understanding of the terms of this horse boarding contract, and agrees to abide by them without limitation.

While a horse and or Lesson Student is with BKW HORSEMANSHIP LLC, Whitts End Ranch LLC, Owners of Horse Boarding property, Relatives, and guests of ranch location shall not be liable for any sickness, disease, theft, injury, or death suffered by a horse or any other cause of action arising from or connected with Lessons of said horse. The owner of a Horse (Lesson Student) horse assumes all risks. The Lesson Student agrees to hold the ranch harmless from any loss or theft of items left on the premises. The ranch, BKW HORSEMANSHIP LLC assumes no responsibility for injury or death to the owner of the Lesson Student, or guests of Lesson Student horse on ranch property. Ride at your own risk. BKW HORSEMANSHIP LLC reserves the right to refuse access to property to any person(s) who exhibit unruly or dangerous conduct, which BKW HORSEMANSHIP LLC believes will put human or animal at risk for injury, or will damage property. Lesson Students will be responsible for damage done to property by themselves, their guest(s) and/or their Horse(s)..

The Student is responsible for damage, theft of any personal property left on premises. including, but not limited to tack (saddles, bridles, etc.) and Horse trailer.

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LIABILITY (CONTINUED)

If any personal property is left at the facility, the owner of personal property agrees to carry any legally required insurance and not hold the ranch or caretaker, BKW HORSEMANSHIP, Property Owners responsible for damage or theft.

Lesson Student shall be held monetarily responsible for any property damage. This includes but is not limited to stalls/run-ins, fencing, BUILDINGS, VEHICLES, ETC Located on the Ranch. Lesson Student shall be held monetarily responsible for death, injury, loss of use, sickness of any animal on the ranch done by their own (Lesson Student) or horse(s) action. (leaving open gate, feeding animals that are not Lesson Students own, running into animals, ETC.)

THE Lesson Student AGREES TO , BRIAN K WHITTAKER, BKW HORSEMANSHIP LLC, FAMILY MEMBERS, GUESTS, OWNERS OF THE PROPERTY WHERE HORSE(S) ARE FROM ANY LIABILITY RESULTING FROM PARTICIPATION IN THE ACTIVITIES SET FORTH BELOW AND WAIVERS ALL CLAIMS FROM DAMAGES OR LOSSES AGAINST BKW HORSEMANSHIP LLC . Lesson Student is aware that the Lesson Facilities is inhabited by other animals including but not limited to: cattle, horses, pets, wildlife, and that dangers from said animals are unlimited, and unpredictable.

I (LESSON STUDENT) (PARENT/GUARDIAN) understand the risks involved in the equine sport, including, but not limiting to, the handling, grooming, saddling and unsaddling, and riding of horses. Rider/student, parent(s) and/or legal guardian(s), understand that there are risks, inherent and otherwise, involved with equine activities and release BKW HORSEMANSHIP LLC, WHITTS END RANCH LLC, and/or family members, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death. I, THE STUDENT, Guardian/Parent of Student, AND/OR PARTICIPANT, AM FULLY AWARE OF THE RISKS AND HAZARDS CONNECTED WITH THE PARTICIPATION IN EQUINE ACTIVITIES. I, The Student, Parent/Guardian of STUDENT, THE RIDER AND/OR PARTICIPANT, VOLUNTARILY AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, PERSONAL PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE RIDER , STUDENT,OR PARTICIPANT INVOLVED IN OR ARISING FROM STUDENT, RIDER'S AND/OR PARTICIPANT'S USE OF OR PRESENCE ON THE PROPERTY AND FACILITIES WHERE THE EQUINE ACTIVITY IS BEING CONDUCTED. I, the student, guardian/parent of Student, rider and/or participant, elect to voluntarily participate in said equine activities or while on the premises where the equine activity is being conducted AGREE TO INDEMNIFY AND HOLD HARMLESS Brian K Whittaker, Whitts End Ranch LLC, BKW Horsemanship LLC, and/or family members, guests from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to participation in any equine activity. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative,

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LIABILITY (CONTINUED)

if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE Brian K Whittaker, Whitts End Ranch LLC, BKW HORSEMANSHIP LLC, and/or family members Owners of facility of Lessons are being held, etc. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read and understood this Waiver of Liability and Hold Harmless Agreement, have had any explanation to the provisions contained within this Waiver explained upon request, understand it and sign it voluntarily as my free act and deed. Horses are unpredictable and can be dangerous.

STUDENT RESPONSIBILITY

Lesson Student acknowledges Student (Parent/Guardian) Facility where lessons are to be safe.

Student or Parent/Guardian of student has seen and understood the several signs on the facility of the lesson site Stating: WARNING UNDER LAW, AN EQUINE ACTIVITY SPONSOR OR PROFESSIONAL SHALL NOT BE LIABLE FOR ANY INJURY TO, OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES.

It Is upon the Lesson Student to make sure all equipment (Tack) is properly attached and in a safe, correct manner before beginning Lesson, especially before mounting the horse. This includes but not limited to have the saddle cinch/girth tight and secure, making sure the bridle is adjusted, and functioning properly .

Please ask the instructor for assistance if you have any doubt before performing any action with a horse, especially mounting. Student/Parent Guardian has read, understands, and agrees to the contract by signing, and dating below.

Printed Name of

Lesson Student PARTICIPANT /Legal Guardian: _____

Lesson Student PARTICIPANT/Legal Guardian

Signature: _____ Initials: _____

Date: ____/____/20__



Lesson Student Information Sheet

Name of Lesson

Student: _____

Name of Parent/Guardian of Student: _____

Address: _____

CITY: _____ **STATE** _____ **ZIP:** _____

PHONE Number(s) _____

EMAIL: _____ **NewsLetter? Y / N**

Emergency contact #1 full name: _____

relationship to student _____

all Phone #: _____

Emergency contact #2 Full Name: _____

relationship to student _____

all Phone #: _____

Use the Space below for more information, if needed, that you think might be helpful or more emergency contact(s):



BKW HORSEMANSHIP LLC at
WHITTS END RANCH LLC Lessons Rules:

- All manure is to be cleaned up including the round pen, outdoor, arena, driveway, etc. Please put Manure into Blue containers. Please do not put Manure into dry lots.
- Clean and Sweep up behind you before leaving the barn. Do Not Leave a mess behind you to clean up after you ride etc
- Tie Horses only to Silo, or Inside barn to Tie Ropes
- Absolutely no tying or draping lead rope through any panels
- Keep barn doors closed as much as possible
- No Halters will be turned out on horses for safety due to snagging.
- If you use ranch property please put it back in the same spot (barrels, etc.), if you open a gate close it. If you turn something on (lights, water) turn it off.
- Park only in Area Clearly Marked for Parking
- Thank you for picking up any garbage, please put it into garbage bins.
- Do not feed, handle, or approach any animal not belonging to you
- You are responsible for your guests to sign a waiver BEFORE coming on Ranch Property.
- Guests are not allowed in pastures.
- Use Caution on the Driveway, slow and watch for Animals & People
- Parking areas are for vehicles only. No Horses in Parking Area
- No smoking No Alcohol
- No pets brought onto ranch property
- Animals may be loose on property, please watch for them and do not approach, or pet them.
- Children under 12 must always be supervised.
- Only Students & Instructors are allowed in Arenas.

Signed _____ Date: _____