



Brian K Whittaker  
BKW HORSEMANSHIP LLC  
WHITTS END RANCH LLC  
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NEW GERMANY MN 55367  
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## **Lesson Contract**

**This is a contract, & Liability Waiver for Lessons with BKW HORSEMANSHIP LLC**

### **DEFINITIONS**

The Participant in Lessons to be referred as **“LESSON STUDENT”, “STUDENT”, OR PARTICIPANT.** (Parent/Legal Guardian in Place of Student where applies)

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. It Does not Expire

**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. Must be Pre-Approved.

Lesson Horse Fee \$10 per Lesson. Current Lesson Fees, and Discounted Prepaid Lesson Packages can be found at: [www.whittsendranch.com](http://www.whittsendranch.com)

### **CANCELLATIONS**

Students must call to cancel a lesson AT LEAST 24 HOURS in ADVANCE, otherwise it will automatically be considered absent 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.

Instructor 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 Instructor will make every attempt to reschedule.

**Pg.1 Initial after reading and agreeing here:\_\_\_\_\_**

## **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, 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, and Weather Emergencies. All Efforts will be made to notify Lesson Students of cancellations, However It is the responsibility of Lesson Student to confirm the schedule.

Please do not talk with or instruct 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 Payments will be charged \$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)\_\_\_\_\_**

**OR**

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

## LIABILITY

### Please Read and Initial ONE Choice Below:

(  ) **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE (Parent/Legal Guardian) accept full responsibility for Providing **MY OWN** (Lesson Student) Protective Headgear. I/WE (Parent/Legal Guardian) Will ONLY USE ASTM/SEI-approved equestrian helmets during Lessons, and take proper care of Helmets as instructed by the helmet manufacturer. (bicycle, skateboard, motorcycle etc. helmets are not suitable for equine activities and are not allowed in riding lessons).

**OR**

(  ) **PROTECTIVE HEADGEAR REFUSAL:** I/WE (Parent/Legal Guardian) **Do NOT** need/ want to wear any type of protective headgear. I/WE accept full responsibility for MY/OUR (Child) 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 (Parent/Guardian) 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 (Parent/Guardian) acknowledges receipt and understanding of the terms of this Lesson Contract, and agrees to abide by them without limitation.

While a horse of Lesson Student is with BKW HORSEMANSHIP LLC, Whitts End Ranch LLC, Relatives, and guests of Premises/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 Lesson Student (Parent/Guardian) assumes all risks. The Lesson Student (Parent/Guardian) agrees to hold the ranch and or lesson premises location 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 Lesson Student's Horse, or guests of the Lesson's Student horse on the property Where the lesson is conducted. 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.

**Pg.3 Initial after reading and agreeing here: \_\_\_\_\_**

## **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 LLC, 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 or Premise of the Lesson. 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, Whitts End Ranch 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 are 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, Property (premises) Owner(s), 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,

**Pg.4 Initial after reading and agreeing here:\_\_\_\_\_**

**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(Parent/Guardian) agrees that the Facility (Premises, and or RANCH) of where lessons are conducted to be safe.

**VISIBLE SIGNAGE**

Student (Parent/Guardian) is aware of 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 Tack (equipment) is properly attached and in a safe, correct manner before beginning Lesson, especially before mounting the horse. This includes but is not limited to having the saddle cinch/girth tight and secure, making sure the bridle, and all tack 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, Initialing, 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 #:** \_\_\_\_\_

**(If Needed) Emergency contact #2 Full Name:** \_\_\_\_\_

**relationship to student** \_\_\_\_\_

**all Phone #:** \_\_\_\_\_

**Most Recent Experience Riding Horses(Check most recent)**

6 Months                      1 YEAR                      2 Years                      3 Years or more

**Total Lifetime Riding Horses:(Check most recent)**

6 Months                      1 YEAR                      2 Years                      3 Years or more

**When it comes to riding Horses I Consider Myself ( Go to my "FAQ" webpage for help ):**

Beginner      Novice      Intermediate      Advanced



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