



**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, & Liability Waiver for Lessons with BKW HORSEMANSHIP LLC**

This Contract supersedes and replaces previous Contracts, written and oral. It Does not Expire

### **Lesson Fees & Terms:**

**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

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 .

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.

### **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. Participant (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”.

## **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! More Students and/or Ranch work to do!**

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).

## **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.

## **STUDENT RESPONSIBILITY**

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

# BKW HORSEMANSHIP LLC VOLUNTARY RELEASE ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, HEREBY ACKNOWLEDGE, that I have voluntarily applied to participate in instruction and training in the starting, training, selection, care, handling and riding of horses with BKW HORSEMANSHIP LLC, such instruction to take place on the premises of 3580 Yancy Avenue New Germany, MN 55367 .

I AM AWARE THAT ACTIVITIES INVOLVING HORSES CAN BE INHERENTLY DANGEROUS AND HAZARDOUS, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

IN CONSIDERATION for being permitted to participate in said instruction and training:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Brian K. Whittaker, individually and doing business as BKW Horsemanship LLC & Whitts End Ranch LLC, each and every agent, employee or rider thereof, and the owner or owners of 3580 Yancy Avenue, New Germany, MN, 55367, all for the purposes herein referred to as "Releasees", from all liability to my- self, my legal representative, distributees, guardians, assigns, heirs, and next of kin, all for purposes herein referred to as "Releasors", for injury, death, or damage resulting from my participation in said instruction and training as a result of the negligence of Releasees, or any employee, servant, agent, or contractor of Releasees. I FURTHER RELEASE AND DISCHARGE Releasees from all liability to Releasors for injury, death or damage resulting from my participation in said instruction and training as a result of the negligence of any other party or parties in attendance. In addition, I HEREBY RELEASE AND DISCHARGE Releasees from all actions, claims, or demands Releasors now have or may hereafter have for injury, death, or damage resulting from my participation in such activities.

2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Releasees and each of them, from any loss, liability, damage, or cost they, or any of them, may incur due to my participation in said instruction and training.

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of, or any of them, or of any employee, servant, agent, or contractor of Releasees resulting from my participation in said instruction or training.

4. I EXPRESSLY acknowledge that activities involving horses involve INHERENT RISKS which mean that there are dangers or conditions which are an integral part of horse activities and include, among other things, the propensity of a horse to behave in ways that may result in injury, harm or death to persons on or about them; and the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND BKW HORSEMANSHIP LLC AND I SIGN IT OF MY OWN FREE WILL and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.  
I UNDERSTAND THAT I ASSUME ALL RISK INHERENT IN ACTIVITIES WITH HORSES.  
I VOLUNTARILY SIGN MY NAME EVIDENCING ACCEPTANCE OF THE ABOVE PROVISIONS.

Signature of Applicant ("Releasor") \_\_\_\_\_

Guardian for Minor \_\_\_\_\_

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



## Lesson Student Information Sheet

**Name of 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 must always be supervised.
- Only Students & Instructors are allowed in Arenas.

**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)\_\_\_\_\_**

Signed\_\_\_\_\_Date:\_\_\_\_\_