



MYSTIC
PASO FINO
RANCH

Horsemanship
Riding Lessons
Agreement

This Horsemanship Riding Lessons Agreement (this “Agreement”) is entered into as of _____, 20__ between Ron and Jackie Decker or their designees (“You”) and _____ (“Participant or I”). All persons (“Participants”) who ride horses or otherwise use the facilities at Mystic Paso Fino Ranch (the "Ranch") are, in addition to the terms and conditions of this Agreement, Participants of the Ranch Activities and subject to the Ranch Rules attached to this Agreement, as they are modified from time to time.

1. RELEASE AND WAIVER REQUIRED. All Participants and guests to the Ranch property must first sign in with management and execute and deliver a release and waiver.

(a) Inherent Risks Around Horses. The Participant acknowledges the inherent risks which are involved in riding and working around horses. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma or death resulting from a fall or while riding or being in close proximity to horses. The Participant further understands that horses can and do injure themselves on fences and other objects found on the ranch and by fighting with other horses and that both horse and rider can be injured in the normal course of event while hacking, schooling or competing. The Participant accepts the danger involved to the Participant and her/his horse and assumes any and all risks of **INJURY, THEFT, LOSS OR DEATH** that may result from Participant having his/her horse at your facility or riding on your property or that of your neighbors who permit the Participant to ride on their property.

(b) Release and Agreement to Indemnify. Knowing this facts, the Participant agrees to indemnify, waive, defend, release, discharge and hold harmless Ron and Jackie Decker (owners of Mystic Paso Fino Ranch), and its employees and all other persons and organizations in any way connected with the events, property, riding activities, lessons or any other related activity and each of them (collectively “You”) from all actions and any and all right, claim or liability for injury or damages which may occur to me or to any person that Participant permits to handle Participant’s horse or your horses, and from any and all claims or demands Participant, or people Participant permits to handle Participant’s horse or your horses, or any of Participant’s or such persons’ heirs, distributees, guardians, legal representatives or assigns (collectively “Me”) now have or may hereafter have for injury or damage resulting from Participant’s lessons, or use of your horses, facilities or equipment while on the premises of Ranch or trails, arenas, fairgrounds, or other equine activities accessible directly or by trailer from the Ranch. Participant further agrees to pay any legal fees You incur in defense of a claim by Me arising out of such activities.

(c) Subject to Equine Inherent Risk Law. The Participant acknowledges that Mystic Paso Fino Ranch is an equine facility and all activities on its grounds and the surrounding area are subject to the Equine Inherent Risk Law Oregon Revised Statutes 30.689. By Participant’s presence on Mystic Paso Fino Ranch Participant has indicated that Participant has accepted the limits of liability resulting from inherent risks of equine activities. This is not a spectator area. All persons in this area will be regarded as participants and limited by the Inherent Risk Law.

4264 Beagle Road, White City, Oregon 97503

(541) 826-8400 FAX: (541) 826-7935

www.mystic-ranch.com mystic-ranch@direcway.com

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2. **RIDING LESSON TERMS.** I am a Participant and I agree to take natural horsemanship riding lessons from Ron and Jackie Decker or their designee ("you") on the following terms and conditions:

(a) In consideration of you agreeing to provide me with natural horsemanship riding lessons, I agree to the remaining terms and conditions on my behalf. If Participant is under 18 years of age, I as the parent or legal guardian of Participant, have signed this Agreement and the Parental Consent Agreement.

(b) I agree to pay \$50 for each hour of instruction. Payment is due at the end of each lesson and will be due for each lesson that I scheduled but missed, unless I give you at least 24 hours advance notice of cancellation. You may change your fees from time to time. Either party may terminate the lessons by giving notice to the other.

(c) I may elect to have a series of ten one hour lessons for a single price of \$400. Payment for a series of lessons is due in full before the first lesson. Lessons that are scheduled that I miss will be counted as a lesson received; unless I give you at least 24 hours advance notice of rescheduling.

(d) While I am receiving instruction, I agree to abide by all instructions given to me by you. I understand that on occasions, a one hour lesson may be extended in time at your discretion without additional charge to me. I further understand that a one hour lesson may be terminated at any time at your discretion without rebate, if in your opinion I am ill, not being sufficiently responsive to your instruction, or I am in violation of this agreement or Ranch Rules.

(e) I may use your cleaning supplies and tack when I groom and ride your horse or mine for my lessons and agree that I am responsible for inspecting and verifying the condition of such equipment and tack prior to its use and for informing you if supplies need replenishing or if tack is in need of repair or replacement. I will take appropriate care of the items that I use and ensure that the tack shed doors and area gates are securely locked prior to leaving.

3. **NATURAL HORSEMANSHIP.** I understand and agree that you will teach me to handle, exercise, groom, and tack my or your horse and ride using natural horsemanship principles. I understand and agree that the initial lessons and portions of subsequent lessons will be on the ground and some lessons will be conducted on the ground and mounted on my horse and on other horses of your choosing.

4. **LOCATION OF LESSONS.** I understand and agree that you may give me some lessons off of your facility, either by trailering my horse to a park, BLM land or open space preserve or on trail rides. I accept the greater inherent risk of trailering my horse or riding a horse along roads along side fast moving vehicles or where horses might be exposed to wildlife or unexpected obstacles that could cause them to spook or injure themselves or me.

5. **STANDARD OF CARE.** I agree to pick up and dispose of any manure that the horse I ride deposits in the round ring or in the grooming area. I will shut and latch all gates when entering and leaving the paddocks or your facility to prevent other horses from entering or leaving the paddocks.

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6. **ACKNOWLEDGEMENT.** I have read and understand the aforesaid Horse Riding Lesson Agreement, agree to abide by the provisions therein, and the attached Ranch Rules and will be responsible for my family and guests being aware of and in compliance with them.

IN WITNESS WHEREOF, and in consideration of the above mutual promises and commitments made to each other, this Agreement is entered into as of _____, 20_____.

Participant Name: _____

Participant Home Address: _____

Participant Signature: _____

Parent Signature: _____
(If Participant is under 18)

Home Number: _____ Work Number: _____

Cell Number: _____ Fax Number: _____

Email: _____ Pager Number: _____

Emergency Contacts:

Veterinary Name _____ Vet Number: _____

Other Contact _____ Contact Number: _____

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Ron or Jackie Decker

4264 Beagle Road, White City, Oregon 97503
Telephone (541) 826-8400 email jackiedecker@aol.com