

TERMS AND CONDITIONS FOR RIDING LESSONS AT

Heads Up! Therapeutic Riding Program Inc.

**PO Box 190
Pittsboro NC 27312
Phone (919) 542-6207**

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

RIDING LESSON CONTRACT

DATE _____ (effective for one year)

I (Parent, Guardian) _____ have contracted with Heads Up! to give (riders name) _____ riding lessons.

Riding Lessons are to be paid at the beginning of each month, minimum of 4 lessons in full prior to the start of each month. If payment is not received before the start of each month, the above mentioned rider will be dropped from the semester and returned to the waiting list.

I understand that it is my responsibility prior to entering the lesson area to inform the Riding Instructor of any new medical or physical problems which may impact my safety or ability to perform correctly during my scheduled riding lesson. I further agree to handle all other questions or suggestions according to Heads Up! Policy.

I understand that lesson times are planned and that I need to be on time. If I am late more than 15 minutes from my scheduled time, my mount will be un-tacked, unless I have made prior arrangements. I further understand that even if I am late the time for ending the lesson will remain as scheduled. The only condition for extending my lesson time is if the Riding Instructor is not present at the scheduled lesson beginning time.

I further accept that the Riding Instructor is the only person with authority to cancel any lesson. The only considerations for approved cancellation of a lesson are bad weather conditions (heat advisory, thunderstorms, extreme cold, etc.), schedule conflicts with the Riding Instructor's commitments, a rider's medical absence with a written doctor's excuse, or a death in the family. Make-up lessons will only be scheduled for the above described lesson cancellations. **All approved make-up lesson scheduling will be at the discretion of the Riding Instructor.**

I understand that proper attire must be worn for riding lessons which is to be pants, shirt, shoes/boots with at least a half inch heel (this is a requirement unless medically approved by a physician) and an SEI-ASTM approved riding helmet which fits properly with an attached harness. A safety helmet will be provided by Heads Up!, unless the rider has his/her own approved safety helmet. A rider must wear a helmet whenever horses are present.

I further understand that Heads Up!'s Riding Instructor reserves the right to discipline a rider in the form of a documented verbal warning for the first offense. Second offense will be a written warning. For third offense, a final written warning will be documented. Some examples of reasons for disciplinary actions: disruption to lesson, behavior problems that are unacceptable or unsafe, sexual comments and conduct, disrespect to instructor and/or volunteers, failure to follow program stated policies, rules or instructions, etc..

I further accept that Heads Up's Riding Instructor reserves the right to release a rider due to unsafe situations, physical stress to the rider resulting from riding and/or any safety/medical problems that may arise. This type of release from the program will require a prorated refund be issued.

Rider's information files will be held in confidentiality and only shared when necessary to assure the safety of a rider in the lesson or during an official incident review.

"WARNING"

Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

- Chapter 99E of the North Carolina General statutes.

I am aware of the inherent risks of horseback riding. I further understand that I must be careful while on the property of Heads Up! and particularly while horses are being handled. Heads Up! cannot and does not assume any liability for accidents, injury, or death to person or persons. I further have reviewed and understand the content of North Carolina's Liability Law which is posted at pasture/arena entrance gate, barn, and sensory trail entrance. Likewise I accept full responsibility for friends and visitors accompanying myself on Heads Up! property.

Program Enrollment Policy:

Enrollment in the Heads Up! program begins upon program's receipt of a fully completed enrollment packet. At this time the rider's name will be put on the present waiting list. Official acceptance into the program will only take place after the rider completes an on site evaluation by the Evaluation Team and the OK is given to complete a program riding contract.

Riders Goal Setting Policy:

Heads Up! rider's goal policy is that each rider will have a personal set of documented goals, which will be set on a 6-month time frame.

- The goals will be set and documented for each rider after the second lesson of a new rider.
- In the case of a continuing rider, the goals will be set and documented upon their annual anniversary in the Heads Up! program.
- Documented riders goals will be located in the rider's file.
- Riding Instructor will be the sole responsible party for setting each rider's goals and may use input from the rider, assistant instructor, volunteers, and parent or guardian in setting the yearly goals.
- Riding Instructor is responsible for maintaining the weekly progress record on each rider, which will be transferred at the end of each session into the rider's file.

Lesson Policy Standard:

A lesson is 45-60 minutes in length and is to consist of mounting each rider and tack adjustments, exercises while mounted; 20-30 minutes actual riding time, cool down time, and dismounting. Please note we consider a lesson starting when the riders enter the pasture/arena area. For those riders who are skilled enough and the facility can provide the needed safety for the rider, grooming, tacking up, and putting up the horse may be included into the 45-60 minutes riding lesson. The Riding Instructor additionally has the responsibility of safety for riders, volunteers, and horses at all times so therefore, the instructor has the right to deviate from the above lesson outline when safety is a concern.

Example: the lesson could be full time as barn management-classroom activities, grooming, tacking up, types of tack, tack cleaning, etc..

General Conduct Policy For Parents, Riders, And Guests During A Heads Up! Lesson Time:

Important areas used during riding Lesson

- Parent/Rider waiting area is located by the gate entrance to the arena.
- A message box is located in the wooden cabinet in the parking area. Any information that does not concern the immediate lesson should be written on a question / suggestion card (blanks located at back of message box) and place at front of the cards for the staff to read and make needed contacts on questions, concerns, and suggestions.

Example: rider will be absent for next lesson, need to talk to instructor about something other than medical or physical problems which may have a safety implication for the current lesson.

****Riding Instructors and volunteers need to stay focused on current lesson for safety reasons.****

Arrival to lesson

- If previous lesson is in progress or dismounting stay in car or quietly go to parent/ rider waiting area.
- All riders are to wait at parent/ rider waiting area until volunteer or instructor comes to escort them. *The only people who are to be in the arena are the instructors, volunteers and riders that are getting ready to ride in current lesson.*
- If you need to talk to the Riding Instructors about medical or physical problems which may have a safety implication for the current lesson, please do so before the mounting phase of the lesson gets started.

During lesson

- While a riding lesson is in progress all parents, family members, and guests must stay outside of the arena. If you need to move around use driveway. You may only enter arena if asked by an instructor or volunteer.
- No loud noises (clapping, door slamming on cars, loud talking/ laughing, calling to riders, etc.)
- No umbrellas, flash cameras while horses are present.
- No ball playing, tag games, or fast type movement games allowed before, during or after lesson scheduled times.

After lesson

- After lesson the rider will be returned to their parent, guardian or ride.
- Water is available in the office.

Question and Suggestion Policy:

It is Heads Up! policy that all instructors and volunteers will not accept any questions or suggestions prior to, during, or after scheduled lesson times. If a rider or parent/guardian has a question or suggestion pertaining to a rider, problem, complaint, suggestion, etc..

1. You are requested to fill out a question / suggestion card (blank cards are located at back of message box), when completed place in front inside the message box.
2. Heads Up! Staff will review cards and make contact with the card owner.

This policy is for the safety of all. During a scheduled riding lesson our instructors and volunteers must maintain lesson focus at all times for the safety of our riders.

Attendance Policy:

Heads Up! attendance policy is any rider missing 3 lessons during the semester will be dropped from the riding program unless absences are for medical reasons with a doctor's signed excuse. If said rider wants to re-enroll in the Heads Up! program he/she may but their name goes to the bottom of the waiting list.

Make-up Lesson Policy:

Heads Up! make-up lesson policy: a make-up lesson will only be rescheduled for a lesson missed for the following reasons;

- Lesson canceled by Riding Instructor (bad weather, heat index, instructor schedule conflict, etc.)
- Rider's medical absence with a doctor's signed excuse.
- Death in the immediate family.

Disciplinary Policy:

Heads Up! disciplinary policy has been developed to ensure a safe and conducive environment for all involved in our therapeutic riding program.

Warning Policy:

Heads Up! Riding Instructor has the right to discipline a rider, parent/guardian, and/or volunteer

1. First offense a documented verbal warning. If this is a rider, he or she will be removed from the horse.
2. Second offense a written warning. If a rider, he or she will be dismissed from the riding lesson for that day.
3. Third offense is final warning. The rider will be removed from horse and dropped from the Dream Rider program.
4. If the offender is a parent, guardian or volunteer, they will follow the same disciplinary policy and can be dropped from the program on the third offense, in the case of a parent or guardian this will include the rider.

Examples of reasons for disciplinary actions: disruption to class, behavior problems that are unacceptable or unsafe, disrespect to instructor and/or volunteers, failure to follow program stated policies, rules, instructions, etc..

Immediate Termination Policy:

A rider, parent or guardian, volunteer, or instructor will be immediately removed from the Heads Up! program for sexual comments or sexual conduct.

General Rules:

- All gates and stall doors to be kept closed.
- No entry into feed/hay storage areas without program staff's permission.
- No climbing, sitting, or standing on stall doors, fences, or gates (this includes ring).
- Smoking is prohibited.
- No consumption of alcohol beverages or drugs.
- You are responsible for your friends and visitors conduct and safety while on the property of Heads Up!. Infractions will follow the Heads Up's disciplinary policy.
- No personal dogs are allowed on Heads Up! property.
- No running around horses or riding areas.
- All trash to be disposed of in trash barrel.
- No horses to be handled in or out of the stalls without program staff's permission and/or supervision.
- Always respect others when speaking or socializing.

- No entry into tack room areas unless accompanied by program staff or directed to by program staff.

I the undersigned have read and understand the above contract plus all the Heads Up! policies and rules which I agree to abide by in total and I have received a copy of this contract which includes the Heads Up! policies and rules. I further understand that if any of the Heads Up! policies or rules are not followed Heads Up! has the right to cancel this contract in full without any refund of moneys remaining for this session.

Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

ACCEPTED BY:

Signature: _____
Rider

Both Parents or the Guardian

Witness: _____

Riders Name _____

Address _____

Home Phone _____

Phone Parent or Guardian _____

CELL PHONE FOR EMERGENCY _____