

STILLCREEK RANCH

Taking Children from Crisis to New Creation

Equestrian Center Rules

1. For safety concerns and the health and consideration of the children that live here, there will be absolutely no smoking in barn, hay or feed storage area. All cigarettes should be properly extinguished and disposed of. We also ask that no alcohol be brought into the barns or left in or around the arena. Please help us teach our children the value of stewardship and remember that we have many residents here who are still in recovery from substance abuse.
2. Horses will not be mounted on the concrete in the barns nor should horses be ridden through low overhead gates.
3. Horses should not be tied in the arena. Please tie horses in the boxes at the south end of the arena or on the designated tie rings on the west side by the stalls. This helps us in maintaining the footing in the arena.
4. In compliance with our insurance policy all dogs MUST be on leash at all times. A \$45 penalty will occur for those found not in compliance and may result in loss of arena privileges.
5. Riders under the age of 18 will not ride alone. It is recommended that no one ride alone, however, those individuals who ride alone do so at their own risk.
6. All riders under the age of 18 must wear ASTM SEI approved helmet at all times when mounted. Any rider participating in over fences activities must wear a helmet and it is advised that all riders wear a helmet. Any adult rider choosing to ride without a helmet does so at their own risk
7. All gates must be closed after passing.
8. If an outside trainer is on the premises and drawing a profit a rental fee must be paid to Still Creek for us to stay in compliance with not-for-profit laws. Proof of liability insurance must be provided to management.
9. No one may use the arena unannounced. For the safety of our resident children we ask that all rentals be made a day in advance.

All patrons and visitors to Still Creek Ranch are responsible for compliance with these rules, posted signs, warnings and verbal instructions.

I _____, have read and understand the above rules and do realize that any non-compliance to the above could result in being asked to leave the premises.

Guest Information

Name:

Address:

Contact Number:

Home: _____ Cell: _____ Work: _____

Emergency Contact information:

Name: _____ Relation: _____

Number: _____

Alternative Emergency Contact:

Name: _____ Relation: _____

Number: _____

Vehicles make and model:

Any known allergies:

Purpose for arena rental:

Number of horses worked: _____

Materials needed for rental:

- Cattle
- Barrels and or poles
- Jumps, cups and poles
- Jump fillers
- Drag and operator

LESSON, HORSE RENTAL, AND ARENA USE RELEASE

WITNESS THIS RELEASE dated this _____ day of _____, 20___, by and between Still Creek Ranch and its affiliates, hereinafter referred to as Management, and _____, hereinafter referred to as User, and, if User is a minor, User's parent or guardian, _____ . For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability. User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulations, which, shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager. User expressly releases Management from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Management or its representatives, agents or employees.

WARNING

Under Texas 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 from the inherent risks of equine activities.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. USER (OR USERS PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.

4. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident-giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

6. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name:

Participant's Address:

Signature:

Date:

PARENT/GUARDIAN WAIVER FOR MINORS

In, the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____, the Participant named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name:

Relationship to Minor:

Signature:

Date:

Effective Rental Specifications

- One hour private rental \$50 for one horse. Must be scheduled in advance.
 - Each additional horse in your party \$5
 - Cattle use \$40 per horse
 - One row of lights (#3) included in rental. Additional lights charged at \$10/row/hour.
- Membership-\$350/year. Includes monthly clinic and weekly ride night. Hourly rentals also discounted to \$15. Must be scheduled in advance.
- Open schooling days are \$25 per horse and are not limited on time 8 am-8pm
- \$800 for daily rental, half days \$400, or approved equivalent in needed material donations.
 - Includes lights/fans as needed.
 - Includes 2 drags for full day, 1 for half day.
 - \$200 cleaning deposit held, grounds are to be left in the same condition as found, any damages or messes made are the responsibility of the show management. Should Still Creek management find grounds to be left in a manner worse than they were before show management took over the arena the deposit will be kept and used to pay a cleanup crew. Any physical damage caused to the grounds is the responsibility of the lessee to recuperate.
 - Drag Fee \$25 per trip
- Stall rental \$20 per event w/out bedding, must be stripped prior to leaving
- With a \$30 refundable deposit held
- Stall rental \$50 fully bedded and cleaned after leaving
- Stall rental with Groom, Fully bedded and cleaned daily \$75 (please request in advance. Limited availability)