Private Lesson Participant Application

Diego Gaona • Clinton Anderson Professional Clinician
436 North Tacoma St Farmington, AR 72730
diego@downunderhorsemanship.com • 210-705-9143

Medical History and Emergency Contact

Name: _____ Contact # _____

Private Lesson Dates: _____

Contact in Case of Emergency:

Name: _____ Phone: _____

Relationship: _____ Cell Phone: _____

Has your doctor placed any restrictions on your activities? ☐ Yes ☐ No

If yes, please explain: _____

Are there any reasons why you should not participate in the lesson offered ☐ Yes ☐ No

If yes, please explain: _____

Do you have any allergies? ☐ Yes ☐ No

If yes, please explain: _____

Current Medications: _____

Do you have or have you had any of the following in the last 12 months? (If yes please explain)

	Yes	No	Explanation		Yes	No	Explanation
Anemia	☐	☐	_____	Hypoglycemia	☐	☐	_____
Asthma	☐	☐	_____	Impaired Hearing	☐	☐	_____
Blood Clots	☐	☐	_____	Impaired Vision	☐	☐	_____
Convulsions	☐	☐	_____	Infectious Disease	☐	☐	_____
Depression	☐	☐	_____	Mental Illness	☐	☐	_____
Diabetes	☐	☐	_____	Muscle/Joint Disorders	☐	☐	_____
Emphysema	☐	☐	_____	Neck/Back Injuries	☐	☐	_____
Epilepsy	☐	☐	_____	Need Special Equipment	☐	☐	_____
Fainting	☐	☐	_____	Pregnancy (currently)	☐	☐	_____
Head Injury	☐	☐	_____	Severe Pain	☐	☐	_____
Skin Disorders	☐	☐	_____	Heart/Cardiac Condition	☐	☐	_____
Surgeries	☐	☐	_____	High Blood Pressure	☐	☐	_____
Unconsciousness	☐	☐	_____				

☐ **I acknowledge the private lesson will be physically demanding and I am able to participate.**

_____

Signature Date

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Private Lesson Requirements and Checklist

My Personal Details:

- ☐ **I understand that this is a physically demanding private lesson. I am healthy and able to participate in the private lesson.**

My Riding Ability:

- ☐ **I am confident riding my horse on a loose rein at the walk, trot and canter in a group setting.**
- ☐ **I am confident cantering my horse on a loose rein in a group setting with other horses.**

My Horse's Ability:

- ☐ **I am participating with a horse, not a donkey or a mule.**
- ☐ **My horse is a mare or gelding.**
- ☐ **My horse is not a stallion.**

Required Equipment:

I understand that I need to have the following equipment in order to participate in the private lesson. I understand that the Clinician will not bring product that is available for purchase.

- ☐ **Riding boots. Proper riding boots with a heel are required. No flip flops, tennis shoes or footwear other than approved riding boots will be allowed in the arena.**
- ☐ **Downunder Horsemanship Rope Halter and 14' Lead rope.**
- ☐ **Handy Stick and String—4ft stick with detachable 6ft string.**
- ☐ **Bridle with Snaffle Bit and chin strap (Mecate reins or loop reins with a spanker are highly recommended). NO SHANK BITS.**
- ☐ **Well-fitting saddle and saddle pad with correctly sized girth.**

There are specific issues or concerns I have regarding my riding ability or my horse's ability. These are detailed below:

_____

_____

_____

_____

_____

I certify that I have read the requirements and information presented to me above.

_____

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Private Lesson Policies

Personal Photos:
Photos are meant to be for your personal use only, not for commercial purposes or public viewing. Absolutely no video cameras or recording.

Other Policies:
No Stallions, Mules or Donkeys allowed. Appropriate footwear is required at all times during your private lesson. The same horse and rider combination who sign up for the lesson is to participate in the entire lesson. There will be no changes of riders and horses during the lesson.

Payment Policy:
50% of fees are required at sign up. Private lesson must be paid in full 30 days prior to start date. This includes all travel expenses.

Travel Expenses:
All travel reservations are made by the Clinician. Every effort to find the most reasonable and cost effective method of travel is made for each private lesson. The Clinician offers the option of lodging with the private lesson host to reduce cost. Also, the host may provide transportation to and from the airport. Host is responsible for Clinician's meals. A standard $150 fee is added to travel expenses for parking and mileage to the airport. The Clinician will work with each private lesson host on these details.

I agree to the above policies by initialing here: _____

Application Policy:
This application needs to be completed by each participant in the private lesson and provided to the Clinician 30 days prior to the private lesson start date.

By signing, I acknowledge and agree to the above policies.

Signature Date

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GENERAL: Safety Helmet / Protective Headgear Statement

Read Carefully Before Signing

Name _____

Address _____

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Triple D Performance Horsemanship LLC, Diego F. Gaona (hereafter, "Clinician") that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use by equestrians when riding or near horses or ponies in order to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences. I am not relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet or headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time – *now or in the future*. **If I choose to wear an ASTM-standard/SEI certified helmet and headgear, or if I choose not to, this is my decision alone.**

I HAVE READ THIS STATEMENT CAREFULLY BEFORE SIGNING.

CUSTOMER/GUEST: _____

DATE: _____

PARENT/GUARDIAN: _____

DATE: _____

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN 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.

WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT — Texas
READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Triple D Performance Horsemanship, LLC, Diego F. Gaona (referred to in this document as "Clinician") as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, mecate reins, bits, and handy sticks, or other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

NAME OF CONTRACTING PARTY: _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home] _____ [Business] _____ [Cell] _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. _____ AGE: _____
Child' s Date of Birth: _____

2. _____ AGE: _____
Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding *at all times, now and in the future*, when Clinician or his staff permit me (directly or indirectly) to engage in any or all of The Activities at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have voluntarily requested to engage in any or all of The Activities.

2. *Consideration/Binding Effect*. I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is intended to be valid and binding *at all times, now and in the future*, when Clinician permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. *Risks of Equine Activities*. I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or even being near an equine can expose me to numerous hazards, which could include, *for example*: (a) the propensity of an equine to behave in ways that may result in personal injury or death to a person on or around it; (b) the unpredictability of an equine's reaction to a sound, sudden movement, or an unfamiliar object, person, or other animal; (c) certain land conditions and hazards, including surface or subsurface conditions; (d) a collision with another equine, animal, or object; and/or (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or not acting within the participant's ability. **I understand that these risks and dangers inherent in equine/farm animal activities can occur with or without negligence on part of Clinician, and I expressly agree to assume them. I also understand that these are some of the risks, and I agree to**

assume others that are not mentioned here. I am <u>not</u> relying on Clinician to list all possible equine-related risks for me in this document or at any time, now or in the future.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN 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.

4. <u>WAIVER AND LIABILITY RELEASE/RECOGNITION OF RISKS</u>. As lawful consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I or my minor children/legal wards may sustain at any time when engaging in The Activities or while participating of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, hold harmless, and agree not to sue Triple D Performance Horsemanship, Diego F. Gaona, Downunder Horsemanship Franchising, LLC, Clinton Anderson, Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective affiliates, clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting (collectively "Released Parties") of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct). *It is my intention to release and hold harmless Triple D Performance Horsemanship LLC, Diego F. Gaona, Clintion, Downunder Horsemanship Franchising, LLC, Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L. L. C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf to the fullest extent allowed under Texas law.*

<u>WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S)</u>. In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge * Triple D Performance Horsemanship, Diego F. Gaona, Clinician, Downunder Horsemanship Franchising, LLC, Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Clinician or of others associated with Clinician. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

5. INDEMNIFICATION. I also agree to indemnify and hold harmless Clinician, Downunder Horsemanship Franchising, LLC, Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claim, loss, action or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any

time and at any location in connection with my attendance or participation in the clinic or instructional activity with Clinician. ["Third persons" are any and all people who are not parties to this Agreement and includes, *but is not limited to*, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Clinician's reasonable attorney fees.

6. *Helmets/Safety*. I agree to be responsible for my own safety. Wearing a helmet is my choice; Clinician has advised me that I should consider purchasing and wearing properly fitted and secured ASTM-standard (F 1163)/SEI-certified protective equestrian headgear when riding, handling, or when near equines. **I am <u>NOT</u> relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time — *now or in the future*. <u>If I choose to wear an ASTM¬standard/SEI-certified equestrian helmet and headgear, or if I choose not to, this is my decision alone</u>**.

7. *Emergencies*. Person(s) to Contact in Case of Emergency:

Name: _____ Relationship: _____

Phone No.: _____ Cell Phone No.: _____ Pager No.: ___

8. *Health and Physical Conditions*. Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are exercise. I understand that Clinician recommends that I seek the advice of a physician <u>*before*</u> participating in any of the Activities. Also, I want Clinician to be aware of the following physical conditions I have that may affect my ability to ride an equine, handle an equine, be near an equine, and/or attend or participate in a clinic, program, or educational event: _____

9. *Use of Photographs or Videotapes*. By my signature below, I also irrevocably grant full permission for Clinician or others affiliated with and authorized by Clinician, to use and publish any photographs, videotapes, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

10. *Independent Trainers/Clinicians/Instructors*. I am aware that independent trainers, clinicians, and/or instructors may occasionally do business near, or at the same time as, Clinician, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Clinician.

11. This Waiver, Release of Liability, and Indemnity Agreement is governed by Texas law and is intended to be as broad and inclusive as Texas law permits. This document can only be modified in writing <u>and</u> signed by Clinician. Should any clause conflict with Texas law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now or in the future. Should I breach this Waiver, Release of Liability and Indemnity Agreement (or any part of it) I agree to pay the attorney' s fees and court costs related to such breach incurred by Clinician and/or persons directly affiliated with Clinician and Released parties. It is also mutually agreed that any disputes arising under this Waiver, Release of Liability, and Indemnity Agreement, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Erath County, Texas, where Clinician resides and transacts business, and I agree that this is a convenient location.

12. **ALSO, I REPRESENT THAT (CHECK EACH BOX BELOW):**

□ **I AM AT OR OVER 18 YEARS OF AGE;**

□ **I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**