

North Dakota Horse Expo Application

Medical History and Emergency Contact

Name: _____ Phone: _____

Private Lesson Dates: _____

Who to Contact in Case of Emergency

Name: _____ Phone: _____

Relationship to you: _____

Has your Doctor placed any restrictions on your activities? _____

If Yes, please explain: _____

Are there any reasons why you should not participate in this lesson? _____

If Yes, please explain: _____

Current Medications: (name/dose/frequency): _____

Do you have any allergies? _____

If Yes, please explain: _____

Do you have or have you had Any of the Following in the Last 12 Months?

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

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

Signature: _____ Date: _____

Shayla Rae Horsemanship, 454 North Tacoma Street, Farmington, AR 72730
shayla@downunderhorsemanship.com 254-459-0605

North Dakota Horse Expo Application

Private Lesson Requirements and Checklist

Yes or No	I understand that this is a physically demanding private lesson. I am healthy and able to participate in the private lesson.
Yes or No	I am confident riding my horse on a loose rein at the walk, trot, and canter in a group setting.
Yes or No	I am confident cantering my horse on a loose rein in a group setting with other horses.
Yes or No	I am participating with a horse, not a donkey, or mule.
Yes or No	My horse is a mare or gelding.
Yes or No	My horse is not a stallion.

Required Equipment

Yes or No	I understand that I need to have the following equipment in order to participate in the private lesson. I understand that the Professional Clinician will not bring product that is available for purchase.
Yes or No	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.
Yes or No	Downunder Horsemanship Rope Halter and 14' Lead Rope.
Yes or No	Handy Stick and String 4ft stick with detachable 6ft string.
Yes or No	Bridle with Snaffle Bit and Chin Strap (Mecate Reins or Loop Reins with a Spanker are highly recommended). NO SHANK BITS
Yes or No	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 above requirements and information presented to me above.

Signature: _____ Date: _____

North Dakota Horse Expo Application

WAIVER, RECOGNITION OF RISKS, AND RELEASE OF LIABILITY – North Dakota

READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Shayla Rae Horsemanship, LLC., Shayla Smock (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.

Shayla Rae Horsemanship, 454 North Tacoma Street, Farmington, AR 72730
shayla@downunderhorsemanship.com 254-459-0605

North Dakota Horse Expo Application

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, Agreement, and Release of Liability 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, other injuries, or death; resulting from an inherent risk of equine activities. 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, *but are not limited to*: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's 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 equines or objects; 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 his or her ability. **I understand these risks and dangers inherent in equine activities and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Clinician to list all possible equine-related risks for me in this document or at any time, now or in the future.**

4. WAIVER AND LIABILITY RELEASE/RECOGNITION OF RISKS. As 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 (directly or indirectly) in the clinic or instruction with Clinician. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages.

North Dakota Horse Expo Application

I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, and agree not to sue Shayla Rae Horsemanship, L.L.C., Shayla Smock, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims for loss, injury, or damage to myself and/or to my children/legal wards. I also agree to release Shayla Rae Horsemanship, L.L.C., Shayla Smock, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf from all demands, actions, omissions, or causes of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of a provision of the North Dakota equine liability law. On behalf of myself and on behalf of the minor children/legal wards listed above, am voluntarily releasing these claims against these parties regardless of whether the claims may result from or arise out of my or my child's bodily injury, death, or property damage while engaging in, attending, or preparing for any or all of The Activities at any location and at all times, *now and in the future*. (However, it is understood that I am not releasing any of these parties from liability for injuries that are directly caused by their gross negligence, willful misconduct or intentional wrongdoing.)

WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S). 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 Shayla Rae Horsemanship, L.L.C., Shayla Smock, 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 the injury or damage was directly caused by gross negligence, willful and wanton misconduct, willful negligence or intentional wrongdoing on part of Clinician).

5. INDEMNIFICATION. I also agree to indemnify and hold harmless Shayla Rae Horsemanship, L.L.C., Shayla Smock, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claims, losses, damages, or expenses which are sustained, suffered, or incurred by

North Dakota Horse Expo Application

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 clinician 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 own 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 NOT 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. 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.**

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

Name: _____ Relationship: _____

Phone No.: _____ Cell Phone No.: _____

8. *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.

9. *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 *before* 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: _____

10. *Independent Trainers/Clinicians/ Clinicians*. 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, Agreement, and Release of Liability is governed by North Dakota law and is intended to be as broad and inclusive as North Dakota law permits. This document can only be

Shayla Rae Horsemanship, 454 North Tacoma Street, Farmington, AR 72730
shayla@downunderhorsemanship.com 254-459-0605

North Dakota Horse Expo Application

modified in writing and signed by me and Shayla Smock. Should any clause conflict with North Dakota 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, Agreement, and Release of Liability (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. It is also mutually agreed that any disputes arising under this Waiver, Agreement, and Release of Liability, 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 Washington County, Arkansas, where Clinician resides and transacts business, and I agree that this is a convenient location.

12. ALSO, I REPRESENT THAT:

- 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;**
- I HAVE READ THIS ENTIRE WAIVER, RECOGNITION OF RISKS, AND RELEASE OF LIABILITY (ALL PAGES), AND I FULLY UNDERSTAND IT;**
- I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES;**
- I INTEND FOR THIS WAIVER, RECOGNITION OF RISKS, AND RELEASE OF LIABILITY TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, RECOGNITION OF RISKS, AND RELEASE OF LIABILITY IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

DATE : _____

SIGNATURE - CLINICIAN(or CLINICIAN'S AUTHORIZED REPRESENTATIVE):

_____ DATE : _____

North Dakota Horse Expo Application

GENERAL: Safety Helmet / Protective Headgear Statement

Read Carefully Before Signing

Shayla Smock
454 North Tacoma Street
Farmington, AR 72730

Name: _____

Address: _____

I, for my self and/or on behalf of my child or legal ward, have been fully warned and advised by Shayla Smock and Shayla Rae Horsemanship, LLC. (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 a 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.

Signature: _____

Date: _____