



PARTICIPANT GENERAL TERMS & CONDITIONS

Name _____

Date _____

As a condition of my involvement with any and/or all programs at Rhapsody in Blue Stables and hereafter referred to only as Rhapsody in Blue Stables, as personnel, client, customer, participant, student, visitor, volunteer, applicant or instructor, I hereby represent to Rhapsody in Blue Stables as follows:

GENERAL TERMS AND CONDITIONS – (Parent/Guardian insures that participant clearly understands Terms & Conditions by initialing)

The following general terms and conditions apply to activities conducted at or with Rhapsody in Blue Stables. hereinafter referred to as “**Rhapsody in Blue Stables**”:

1. Exercise of Care. I promise to exercise the highest standard of care in being watchful and alert for potential dangers to myself, the horse and equipment, other persons, and the property of others, so that no injuries or losses shall occur. _____ (initials)

2. Horse Control. I also promise to exert every effort to follow the rules and instruction I have received regarding my behavior around horses and/or to control the horse which I may be riding or handling, as well as other horses in my presence so no bodily injury or property damage is inflicted upon others. _____ (initials)

3. Head Gear. I acknowledge that **Rhapsody in Blue Stables** has advised me that while mounting, riding, dismounting and otherwise being around horses, I must wear a SEI certified ASTM standard Equestrian Helmet. I understand that the wearing of such head gear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the headgear has been borrowed with permission from **Rhapsody in Blue Stables**, I acknowledge that it may not be of a perfect fit and that I will be solely responsible for securing the helmet at all times. I agree to wear such headgear at all times while riding or being around horses on **Rhapsody in Blue Stables** property . _____ (initials)

4. Natural Conditions. I am aware that weather conditions, water, wild and domestic animals, insects, reptiles, or objects which may walk, run or fly near, or bite or sting a horse, and the existence of potential hazards in the natural terrain or man made objects may scare a horse, cause it to fall, or cause it to react in an unsafe and unpredictable manner. Except in the case of extreme negligence by **Rhapsody in Blue Stables staff, guests, participants, students, volunteers, its personnel, instructors or other individuals**, I hereby assume all risk of injury to myself or my property as a result of such actions by a horse or horse related incident regardless of the cause. _____ (initials)

5. Safety Precautions. I agree to observe all necessary safety precautions while mounting, riding, dismounting or being around horses including, but not limited to, common sense and rules posted on the premises of **Rhapsody in Blue Stables**. Without limiting the foregoing, such precautions include not carrying loose items which may fall, blow away, flap in the wind, bounce or make sharp noises and making sure that saddle girths, which may loosen during a ride, are appropriately tightened at all times. I will obey all expressed, implied, and/or posted rules. _____ (initials)

6. Understanding of Risks. I am aware that horseback riding, whether it be on the trail or in the arena, as well as all associated activities, constitutes a calculated risk to the participants and that such activities involve inherent risks and dangers, including serious injury or death. I understand the unpredictability and potentially dangerous character of horses generally and I understand that the use, handling, or riding of a horse involves a risk of bodily injury to anyone who handles or rides horses as well as the risk of damaging the property of others. I understand that any horse irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. I agree to assume the risk inherent in these activities.

_____ (initials)

7. Release of Liability. I release property owners and Rhapsody in Blue Stables, their owners, agents, personnel, successors or assigns, lessors and joint ventures from any and all liability , claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of horseback riding or otherwise handling of horses by me while taking instruction, training horses, being escorted on trail rides, participating in group jumping or dressage lessons, while using **Rhapsody in Blue Stables** facilities, or while observing, grooming, caring for or exercising horses, or while participating in any of the activities conducted by **Rhapsody in Blue Stables including activities at other locations**, or during the transportation of horses and/or students. I hereby expressly waive all claims that I may have against **Rhapsody in Blue Stables**, PROPERTY AND/OR THE BUSINESS OWNERS, PARTNERS, AGENTS, ATTORNEYS, PERSONNEL, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES for each and all of the foregoing.

_____ (initials)

8. Indemnity. I promise to exert every effort to follow the rules and instruction I have received my behavior around horses and/or the control of any horse which I may be riding or handling, as well as other horses in my presence so no bodily injury or property damage is inflicted upon others. I hereby agree for myself, my heirs, personal representatives and assigns to indemnify and hold harmless **Rhapsody in Blue Stables**, PROPERTY AND/OR THE BUSINESS OWNERS, PARTNERS, AGENTS, ATTORNEYS, PERSONNEL, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of **Rhapsody in Blue Stables** or its owners, agents, personnel, successors or assigns and in any way related to any of the activities described in the preceding paragraph or contemplated under this Agreement.. (initials)

9. Continuation of Terms. I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk (paragraph 6), release of liability (paragraph 7), and indemnity (paragraph 8) shall continue in full force and effect at all times during which I am engaged as an personnel, customer, client, student, volunteer, instructor, parent/guardian and/or guest at **Rhapsody in Blue Stables**, shall continue in full force and effect for the benefit of **Rhapsody in Blue Stables**, PROPERTY AND/OR THE BUSINESS LAND OWNERS, PARTNERS, AGENTS, ATTORNEY, PERSONNEL, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES at all times after the termination of the activities contemplated by this Agreement and shall be binding upon my heirs, personal representatives and the assigns of me or my estate. (initials)

10. Disputes. This Agreement shall be interpreted in accordance with the laws of the state and county where the office of **Rhapsody in Blue Stables** is located. Any dispute shall be litigated in the county in which the office of **Rhapsody in Blue Stables** is located.
 (initials)

DATE

OWNER/APPLICANT

DATE

PARENT/GUARDIAN

Confidentiality Policy

Information regarding volunteers or participants of any program at **Rhapsody in Blue Stables** is highly privileged and confidential. Additionally, all persons associated with **Rhapsody in Blue Stables** have a right to privacy that gives them control over the dissemination of their medical history or other sensitive information. All medical, social, referral, personal, and financial information regarding any business person, and his/her family shall remain confidential.

Rhapsody in Blue Stables' personnel are required to preserve the right of confidentiality of all individuals in its programs. These personnel include, but are not limited to:

- Full and part-time staff
- Independent contractors
- Temporary employees
- Volunteers
- Board members

It is the responsibility of all persons involved with **Rhapsody in Blue Stables** to adhere to the privacy and confidentiality of all persons also involved with **Rhapsody in Blue Stables**. Breach of the confidentiality policy may result in reprimand, loss of certain responsibilities or privileges, or termination of duties and possible legal action.

I, the undersigned, hereby agree to adhere to the privacy and confidentiality as described above of all persons affiliated with any program conducted by or at **Rhapsody in Blue Stables**.

Signature_____Date:_____

APPLICANT

PHOTO RELEASE

I ☒ DO or I ☐ DO NOT

consent to and authorize the use and reproduction by *Rhapsody in Blue Stables*, PROPERTY AND/OR THE BUSINESS LAND OWNERS, PARTNERS, AGENTS, ATTORNEYS, PERSONNEL, SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES of any and all photographs and any other audio/visual materials taken of me and my name for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

Signature: _____Date: _____

APPLICANT

RETURN COMPLETED FORM TO Rhapsody in Blue Stables