



Fitzgerald Stables

THE PLAINS, VIRGINIA

6620 Saddle Tree Lane • The Plains, VA. 20198
(703)867-7062 • fitzgeraldstables@gmail.com

Homeschool Riding Lesson Registration

As a former homeschooling family, We know how important it is to offer various extra-curricula activities throughout the days for your children. Horseback riding provides good physical exercise and fun. The kids get outdoors in the fresh air and in tune with nature.

Riding also improves balance and coordination and works on core strength and flexibility. It is also a great stress reliever from the day to day pressures of life! As a child progresses in their skills they develop confidence and a sense of freedom. Horseback riding can also be a great social sport. At Fitzgerald Stables your children can ride and learn together in a small group.

Lessons are weekdays, September - June, and are during the school day, from 10 AM - 2 PM, Tuesday - Friday. Lessons are offered in blocks of 4 & 8 lessons, ages 5 and up.

Please complete this entire 3-page form, including the Waver and Assumption of Risk on page 3, and email this form to fitzgeraldstables@gmail.com and send payment via VENMO to Fitzgerald Stables/Tammy Fitzgerald.

Please do not send camp forms/payment to barn address.

PLEASE COMPLETE THE FOLLOWING FOR EACH STUDENT ENROLLED:

Rider Name: _____ Age: _____

Address: _____

Parent(s) or Guardian Name: _____

Home Phone: _____ Cell Phone: _____

Email address: _____

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PLEASE INDICATE LESSON PREFERENCE:

Private: (45 min.)

- 4 week block: \$280
 8 week block: \$520

Semi-Private: (45 min.)

- 4 week block: \$260
 8 week block: \$480

Group Lesson* (2 or more students/1 hour)

- 8 week block: \$440

*(students are grouped with similar abilities, students must be able to tack up, walk/trot and handle their mounts independently)

PAYMENT METHOD:

Payment for lessons must be made prior to the beginning of the lesson session, or the day of the 1st lesson. Timely payment ensures that you will have a reserved lesson for the desired day/time. All checks must be made to: **Fitzgerald Stables** and brought to the first lesson, or you may send payment via VENMO to Fitzgerald Stables/Tammy Fitzgerald.

MEDICAL INFORMATION:

Name of Emergency Contact: _____

Relationship: _____ Phone #: _____

Physician: _____ Physician phone: _____

Please list any allergies, physical handicaps, emotional or physical limitations, chronic ailments:

Is there anything I should know about son/daughter that might effect instruction? If so, please indicate:

Does your son/daughter have prior riding experience: Yes No If yes, how long? _____

Indicate Experience: Lead line Walk Walk/trot Walk/trot/canter Jumping? How high? _____

Indicate Level: Beginner Advanced beginner Intermediate Advanced

CANCELLATION/MAKE-UP POLICY:

Please read carefully, and initial to verify you've read and understand the policies.

INITIAL HERE

- 1. Cancelling a lesson:** All cancellations, or reschedules MUST be made 24 hours ahead of time of scheduled lesson to be eligible for a make up. If less than 24 hrs., such as with an illness, students who are able to ride independently can have practice ride (no instruction) with barn manager, otherwise, they will have to forfeit a lesson. **Please note that we do not give make-up lessons for make-up lessons; they are considered a forfeit. You must call/text to: (703) 867-7062 — if no answer you must leave a message or text!** When an instructor is unable to teach the scheduled lesson, a substitute instructor will be utilized. If a sub is not available, we will reschedule the lesson with no penalty to student.
- 2. Make-Up Lessons for Semi-Private & Private & Groups:** 8 Week Lesson Blocks: Students have 10 weeks to complete their 8 lessons, allowing for up to 1 absences with a make-up. 4 Week Lesson Blocks: Students have 5 weeks to complete their 4 lessons, allowing for up to 1 absence with a make-up.
- 3. Weather Related** cancellations will be made as early in the day as possible, and will occur as a result of poor weather and road conditions. We will notify students if the lesson is cancelled and will reschedule. You also may call us ahead of time to check on the status of lessons for that day in question. **DON'T WORRY, WEATHER-RELATED CANCELLATIONS WILL NOT AFFECT THE BLOCK REQUIREMENTS STATED ABOVE**

WAIVER AND ASSUMPTION OF RISK

The undersigned (hereinafter referred to as “Rider”), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as “Fitzgerald Stables”, and/or to use or come into contact with horses and/or facilities either owned or controlled by Fitzgerald Stables, LLC, (hereinafter “FITZGERALD STABLES”), and/or to receive training or instruction from the agents or employees of FITZGERALD STABLES, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the riding or handling of horses, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS FITZGERALD STABLES AND/OR TO USE OR COME INTO CONTACT WITH HORSES OWNED OR CONTROLLED BY FITZGERALD STABLES AND/OR TO RECEIVE TRAINING OR INSTRUCTION FROM THE AGENTS OR EMPLOYEES OF FITZGERALD STABLES, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER’S RIGHTS TO SUE FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER’S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER’S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE’S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT’S ABILITY, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER, IN ACCORDANCE WITH THE TERMS OF VA. CODE ANN. §3.1-796.132B, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, VA. CODE ANN. §§3.1-796.130 *et seq.* (Chapter 27.5, Code of Va. (1950)).

IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER’S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT’S, GUARDIAN’S, AND RIDER’S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER’S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY FITZGERALD STABLES, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS’ FEES.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under the Virginia Equine Activity Liability Act, and that Fitzgerald Stables, LLC is covered by the provisions of that Act. This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

Rider has been advised to wear protective headgear and hard-soled, heeled footwear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury resulting from failure to do so and/or from selecting headgear or footwear which does not adequately protect against injury.

CAUTION: READ BEFORE SIGNING

Rider’s Signature

Signature of Parent or Guardian*

Printed Name:

Printed Name:

Date:

Date:

*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER UNDER EIGHTEEN YEARS OF AGE.