

LESSON/TRAINING/INSTRUCTION AGREEMENT

KIGER SHOW HORSES, LLC
Agatha Sues Kiger agathakiger@gmail.com

(574) 457-6345 4408 NORTH CHAPEL ROAD FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
37067

For and in consideration of payment as set out below and execution of a RELEASE AND WAIVER AND INDEMNITY AGREEMENT and, a thorough review of this LESSON/TRAINING/INSTRUCTION AGREEMENT and the duties and responsibilities set forth herein, and being permitted to come on to the property located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 37067 owned by Raeni L. Rinker-Dumford Trust, and leased by and known as Kiger Show Horses, LLC owned by Agatha Sues Kiger ("the property") and being permitted to engage in and receive equine lessons, training, supervision and instruction, or any other activities located on the property and/or elsewhere set out below, the undersigned being of sound mind and over the age of eighteen (18):

1. PROVIDES following Information:

A. Student's name, address, phone number and age are as follows:

Name (please print): _____ Age: _____

If student is a minor, parent's name (please print): _____

Phone Number: _____

Address (please print): _____

B. Horseback riding experience (please be advised that it is important to be accurate when responding to these questions as the information is vital for the instructor to plan for a safe and beneficial lesson):

I have had no horseback riding experience.

_____ (Please initial if applicable)

I have had some horseback riding experience but consider myself to be a beginner.

_____ (Please initial if applicable)

I have had some horseback riding experience and would consider myself to an intermediate rider.

_____ (Please initial if applicable)

Signature of Student: _____

Date: _____

I have had considerable horseback riding experience and would consider myself to be an advanced rider.

_____ (Please initial if applicable)

C. Are there any physical limitations or health factors of any type that might affect your ability to ride a horse? _____.

If so, and if you are willing to state what limitations and health factors the instructor should be aware of, please describe:

_____.

D. Please provide two (2) emergency contacts:

- Emergency Contact # 1 - Name: (please print) _____

Address: _____

Phone number (cell): _____

Relationship to rider: _____

- Emergency Contact # 2 - Name: (please print) _____

Address: _____

Phone number (cell): _____

Relationship to rider: _____

2. ACKNOWLEDGES that I fully appreciate and understand the risk of serious bodily injury, death and/or property damage to which I will be exposed in participating in riding instruction, training and supervision relative to all phases of horseback riding including but not limited to being on and around horses, walking, trotting, cantering, galloping and jumping (if applicable).

Please Initial _____

3. KNOWINGLY RELEASES AND WAIVES ALL RIGHTS OF ACTION, AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Agatha Sues Kiger, owner of Kiger Show Horses, LLC (Lessee of the property located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 37076) and/or her/their agents, the owner of the property (Raeni L. Rinker-Dumford Trust), Lessors and Lessees of the property, occupiers of the property, employees, staff, boarders and guests invited by owners and boarders to participate in any equine or other activity (releasees).

Please Initial _____

4. KNOWINGLY AGREES to indemnify, defend and hold harmless the releasees referred to in Paragraph 3 and elsewhere in this document and each of them from any loss, liability, damage, or costs (including attorney's fees, litigation costs and court costs) that they may incur due to, or arising from, the presence of, or injury to , the undersigned or the undersigned's ward identified below (if applicable) or his/her horse or property or the undersigned's child or ward's property, whether any such loss, liability, damage or cost may be caused by the negligence of the releasees, or any of them or of any third parties or otherwise.

Please Initial _____

5. ACKNOWLEDGES AND AGREES that in accepting instruction/lessons/training by Agatha Sues Kiger and/or other instructors employed by or contracting with Kiger Show Horses, LLC and in executing this agreement, I agree that I will give Agatha Sues Kiger and/or other instructors of Kiger Show Horses, LLC, my continual attention, listen to her/their comments and obey her/their commands, suggestions, and recommendations. I further will abide by the instructor's rules.

Please Initial _____

6. ACKNOWLEDGES AND UNDERSTANDS that safety is a primary goal of Agatha Sues Kiger, and the business known as Kiger Show Horses LLC and all instructors, teachers, trainers and employees of Kiger Show Horses LLC. I further ACKNOWLEDGE, UNDERSTAND AND AGREE that as a prerequisite to engaging in any horseback riding activity, I am required to provide my own SAFETY HEAD GEAR (safety horseback riding helmet). Said helmet must meet ASTM/SEI requirements and must be worn at all times with the safety harness properly and securely fastened. The requirement that a safety helmet be worn and securely fastened applies at all times a student is riding a horse or attempting to mount or dismount a horse while on the premises of the Kiger Show Horses LLC located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee. This applies to both adults and minors. NO EXCEPTIONS..

Please Initial _____

7. ACKNOWLEDGES AND UNDERSTANDS that in the event that I am not utilizing/riding a horse that I own when receiving horseback riding instruction from Agatha Sue Kiger or any other riding instructor employed by or contracting with Kiger Show Horses LLC, Kiger Show Horses LLC may provide a "lesson horse", owned or leased by the facility, for my use. I understand that I am not to use or ride any "lesson horse" other than the specific "lesson horse" that has been selected for my use and then, only under the direct supervision of Agatha Sues Kiger or other riding instructors employed by or contracting with Kiger Show Horses LLC.

Please Initial _____

8. ACKNOWLEDGES that in receiving riding instruction/training from Agatha Sues Kiger or any other riding instructor or trainer at Kiger Show Horses LLC, I shall identify in advance of the instruction/training session what my riding goals are and, if appropriate, what riding discipline I am interested in pursuing. Kiger Show Horses LLC will provide such instruction/training only in a manner that is consistent with good and safe riding practices. I wish to receive instruction as follows (please circle and initial:

- A. Basic beginning fundamentals of horseback riding: Initial _____
- B. Good Western Pleasure riding: Initial _____
- C. Hunter Under Saddle: Initial _____
- D. Hunter/Jumper: Initial _____
- E. Other Riding Goals: Initial _____

9. ACKNOWLEDGES that in the event I desire instruction or training at a Horse Show or Equestrian Competition off the premises of the Kiger Show Horses LLC from either Ms. Agatha Sues Kiger or any or their teacher, instructor or trainer employed by or contracting with Kiger Show Horses LLC, I can request same from Ms. Agatha Sues Kiger and such may be provided, if convenient, at a rate agreed to by Ms. Kiger, payment to be made in advance of the competition. During any such Horse Shows or Equestrian Competitions occurring off of the premises of Kiger Show Horses LLC, it is up to me to wear the appropriate riding attire and head gear (helmet/hat) and I take full responsibility for and such decisions.

Please Initial _____

10. ACKNOWLEDGES that Tennessee Code Annotated, Title 44, Chapter 20, limits the civil liability of the afore stated owner of the property, Raeni L. Rinker-Dumford Trust, located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 7067 and leased to Kiger Show Horses, LLC, Kiger Show Horses, LLC , Agatha Sues Kiger, and all other equine professionals so engaged and any lessors and lessees of the property and all staff and employees of the owner and others

involved in sponsoring equine activities and that I have seen and am aware of the warning required by the Tennessee Equine Limited Liability Act, referenced above, as follows:

WARNING; UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF ANY PARTICIPANT IN THE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20, (ACTS 1992, CH. 974,.6), AND THAT THIS RELEASE IS IN FURTHERANCE AND NOT IN LIMITATION OF THE PROTECTIONS AFFORDED BY THE EQUINE LIMITED LIABILITY ACT.

Please Initial _____

11. ACKNOWLEDGES the following terms of payment per lesson:

A. \$ _____ per 30 minutes

B. \$ _____ per 60 minutes

12. ACKNOWLEDGES that lessons will be arranged at times convenient to Kiger Show Horses, LLC:

Please Initial _____

13. ACKNOWLEDGES that payment is to be made in advance or as otherwise agreed to:

Please Initial _____

14. ACKNOWLEDGES, UNDERSTANDS AND AGREES that notification of cancellation of any lesson must be given to and received by Agatha Sues Kiger no sooner than 24 hours prior to the scheduled lesson. Failure to so notify Agatha Sues Kiger of a cancellation will result in a requirement of full payment for the cancelled lesson and said cancelled lesson may not be "rolled over" to another time or otherwise rescheduled.

Please Initial _____

15. ACKNOWLEDGES that this agreement is to be construed and governed by the Laws of the State of Tennessee and that all causes of action must be brought in the Civil Courts of Williamson County, Tennessee against the releasees referred to in paragraph 3 inclusive of Agatha Sues Kiger, within one year of the occurrence forming the basis for the cause of cation notwithstanding any statute of limitations setting out a longer period.

Please Initial _____

16. ACKNOWLEDGES that if any portion of this Agreement is deemed too be legally void or invalid for any reason, that such will not affect the validity for the remainder of this document.

Please Initial _____

17. ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS that I have carefully read this Agreement with the intention that it be legally binding, voluntarily signed it without duress or coercion, with full understanding and comprehension of its content and effect.

Please Initial _____

Accepted and Agreed:

Adult (18 and over):

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Printed Address: _____

Minor (under 18):

Minor Child's Printed Name (if applicable): _____

Minor Child's Printed Address: _____

Parent or Guardian's Printed Name: _____

Parent or Guardian's Signature: _____

Signature of Student: _____

Date: _____