



*Midwest Driving
Company
Driving and Riding*

*55065 180th
Ames, Iowa 50010
Midwest-Driving.com
Showing; Training; Lessons*

**DRIVING AND RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING**

This agreement is between Midwest Driving, LLC (Jada Neubauer), and:
_____ (the Rider or Driver).

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, kicking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the persons' abilities (From Iowa Code Chapter 673).

In consideration of those risks therefore, the undersigned agrees to hold harmless and indemnify Midwest Driving, LLC and its representatives and employees and further releases them from any liability or responsibility for accident, damage, injury, or illness to the undersigned or any horse owned by the undersigned or to any family member or spectator accompanying the undersigned on the premises of Midwest Driving, LLC

- I. **DEFINITIONS:** The term, "STUDENT," shall refer to the individual who is contracting for driving or riding instruction under this agreement. The term, "DRIVER," shall refer to a person who drives a horse in a carriage or otherwise handles or comes near a horse from the ground. The term, "DRIVING," shall refer to driving or otherwise handling of horses whether on the ground or in the carriage. The term, "RIDER," shall refer to a person who rides a horse mounted or otherwise

handles or comes near a horse from the ground. The term, "HORSEBACK RIDING," shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The terms, "HORSE(S)" and "ANIMALS," shall refer to all equine species.. The terms "I," "ME," or "MY," shall refer to the registered student and the parents or guardians, if a minor.

II. PURPOSE AND CONSIDERATION: In consideration of the payment of a fee and the signing of this agreement, I, _____, and the parent or legal guardian thereof, if a minor, do hereby voluntarily request and agree to participate in riding or driving instruction as a student at Midwest Driving, LLC and that I will either rider or drive my own horse or school horses provided by Midwest Driving, LLC for instructional purposes today and on all future dates.

III. FEE SCHEDULE FOR INSTRUCTION: I agree to pay. Midwest Driving, LLC,

_____ for a one hour lesson provided by driving or riding instructors who are employed by Midwest Driving, LLC, or

_____ for 5 one-hour lessons provided by driving or riding instructors who are employed by Midwest Driving, LLC, or

_____ fees agreed upon that include

IV. ACTIVITY RISK CLASSIFICATION: I understand that horseback riding and horse driving is classified s RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and the there are numerous obvious and nonobvious inherent risks always present in such activities despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of the United States Consumer Products Safety Commission), horse activities rank 64th among activities of people relative to injuries that result in a stay at U. S. hospitals. Related injuries *can* be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

V. NATURE OF THE HORSES AT THREE G FARMS EQUINE CENTER: I understand that Three G Farms chooses its school horses for their calm dispositions and sound basic training as is required for use by student riders or drivers, and that Three G Farms follows a rigid safety program. Yet, no riding or driving horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground or falls out of a carriage, it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider or driver. Horseback riding and horse driving are sports in which a small, weak predator animal, the human, tries to impose its will on, and become one unit of movement with, a much larger, stronger prey animal with a mind of its own (the horse), and each has limited understanding of the other. If the horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts that may include, but are not limited to, stopping short; changing direction or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

VI. DRIVER/RIDER RESPONSIBILITY: I understand that, upon mounting a horse, mounting a carriage, or picking up the reins for ground driving, the rider/driver is in primary control of the horse. My safety largely depends on my ability to carry out simply instructions and the ability to stay balanced aboard the moving animal or n a moving carriage.

- VII. CONDITIONS OF NATURE AND INSPECTION OF PREMISES: I understand that this stable is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land that is subject to constant change in condition according to weather, temperature, and natural and human-made changes in landscape. The rider, driver, and parent or legal guardian have inspected Three G Farms' facilities and are satisfied that all premise conditions are reasonably safe for the rider's or driver's intended purpose, usage, and presence upon these premises.
- VIII. SADDLE GIRTHS/NATURAL LOOSENING: I understand that saddle girths (saddle fasteners around the horse's belly) may loosen during a ride. If a rider notices this, the riding instructor must be alerted as quickly as possible so action can be taken to avoid slippage of the saddle and potential fall from the animal.
- IX. HELMET WARNING: I agree that for myself and on behalf of my child or legal ward, I have been fully warned and advised by Three G Farms that all horse handlers, riders, and drivers should purchase and wear protective headgear that meets or exceeds the quality standards of the SEI CERTIFIED ASTM Standard F 1163 Equestrian helmet while riding, driving and being near horses and I do understand that the wearing of such headgear at these times is required by Three G Farms and may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a an accident.
- X. ACCIDENT/MEDICAL INSURANCE: I agree that, should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.
- XI. RELEASE OF LIABILITY: I agree that, in consideration of Three G Farms allowing my participation in this activity, under the terms set for herein, I, the rider or driver, for myself and on behalf of my child or legal ward, heirs, administrators, personal representatives or assigned, do agree to hold harmless, release, and discharge Midwest Driving, LLC its owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on Midwest Driving, LLC's behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Midwest Driving, LLC and its Associates ordinary negligence; and I do further agree that except in the event of Three G Farms' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Midwest Driving, LLC and its Associates as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Three G Farms, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Midwest Driving, LLC, whether on or off its premises..
- XII. I acknowledge that I have reviewed Iowa's EQUINE ACTIVITY LIABILITY ACT WARNING as printed at the beginning of this agreement.
- XVI. ADDITIONAL AGREEMENTS:

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of Rider or Driver

_____ for _____

Signature of Parent or Guardian

Name (please print)

Address _____

City and State _____

Home telephone _____ Work phone _____

Date _____