

Rachel Saavedra Clinic Series 2024

REGISTRATION FORM

Registration will be accepted based on when received with payment & postmark. **Limited availability, so register early to insure your spot.**

Please sign the waiver and read the attached Clinic Guidelines.

Make checks payable to: NMDA

Mail check, this form & waivers to: Cindy Kavan-Winfeld • 25 Mariposa Lane • Los Lunas, NM 87031

Circle Date of attendance:

April 13, 14 (Closing date April 3)

June 1, 2 (Closing date May 22)

August 31, September 1 (Closing date August 21)

September 14, 15 (Closing date Sept. 4)

RIDER

Name: _____ Adult Youth

Address: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Cost \$110 per day

STALLS

Number of days/nights needed for stall: # of day stall _____ # of overnight stall _____

Pay Cherry Tree Farm separately Overnight @ \$20, Days @ \$15 per day

AUDITOR

Name: _____

Phone: _____ Email: _____

Auditor Cost \$10 per day _____

Participant fees are reduced for these clinics thanks to

The Janet M. and Vincent W. Carpenter Grant, The Dressage Foundation and New Mexico Dressage Association Education Fund.

In addition, the Carpenter Grant pays the riding costs of two riders.



June 1, 2 Clinic is sponsored mostly by The Dressage Foundation.



WAIVER OF LIABILITY / RELEASE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

This is an agreement between the Undersigned (or minor in my charge) and (the Company), New Mexico Dressage Association.

I, _____ (hereinafter the "Undersigned") on behalf of myself, my personal representatives, heirs, next of kin, spouse and assigns HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Knowing these facts and in consideration of your acceptance of this form, I voluntarily assume the risk and danger of injury or death inherent in horseback riding activities. I hereby **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Company, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, sponsors and sanctioning organizations (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
3. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or supervising riding activities.
4. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Company and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with any event, my use of a horse and any equipment or gear provided therewith or any acts or omissions of employees or agents.
5. Agree to abide by and follow any instructions given or rules established by the Company or any of its employees, agents or volunteers with regard to my participation in any event, use of a horse or any equipment or gear provided therewith.
6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State where the activity is taking place, and is intended to be as broad and inclusive as is permitted by State law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Company or its owners, agents, employees, judges or managers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Company in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

SIGNATURE _____ DATE _____

PARENT / GUARDIAN WAIVER FOR MINOR

If the person who is to enter into this agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as parent, natural guardian

or legal guardian of _____ (hereinafter "the "minor") hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understands and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

Parent/Guardian _____ DATE _____

NMDA Clinic Guidelines for Attendees

- 1. Payment: Once you sign up to ride you are responsible for payment.** No exceptions (lameness, illness), you must pay the entire amount. You can try to find a replacement. Contact the host, sometimes there is a waiting list and they can assign your ride to someone else. However, it is not the host's responsibility to find your replacement so you might need to make some phone calls. If you can't find a replacement you must pay anyway.
- 2. Ride times: If you need specific times, contact the host early on.** They will try to accommodate you as best they can. If you are from out of town and need to leave early on the last day, make this known.
- 3. Stabling and Trailer-In Fees:** Let the host know how many stalls and for how long you will need them. Find out if you can bring your own shavings or if you need to buy them at the facility. Bring your own food for your horse and find out if you or someone else will feed them. If you are not using a stall plan to pay a Trailer-In Fee. Be prepared to pay up front.
- 4. Attire:** Dress appropriately for the weather. Look tidy and workman-like, in close-fitting clothes so the clinician can see your position. In covered arenas or with shade, clinicians appreciate light colored breeches to be able to see your legs against the dark saddle. Wear a certified helmet (check your chin strap, it shouldn't be loose), gloves, and whip if necessary. Boots and spurs should be clean and polished. Wear a belt to attach a headset and bring your own ear pieces.
- 5. Horse and Tack:** Your horse should be clean and well groomed; mane braided or trimmed, tail combed out, socks clean. Light colored splint boots and bandages make it easier for the clinician to see your horse's movement. Your tack should be cleaned and conditioned. Saddle pads and wraps clean as well. If it is fly season bring fly spray.
- 6. Be on Time:** If you are late, that time will be deducted from your ride. Find out ahead of time if it is OK to be in the arena before your ride time. If so, quietly warm up your horse and be considerate of the rider and clinician currently in the arena.
- 7. General: Both you and your horse need to be fit enough to participate in the lesson.** Know where to lunge and warm up. Find out if you need to bring lunch and water or if it is provided. Plan to stay and watch other rides.
- 8. Auditors:** If you haven't prepaid, bring your payment to the clinic and plan to sign waivers. Arrive a little early. Bring lunch, water and a chair. Be courteous and keep chatting to a minimum.

RACHEL SAAVEDRA DBA RACHEL SAAVEDRA DRESSAGE (THE RELEASEES)

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

I, _____ (and my minor child _____) (hereinafter the "Undersigned") reside at (Street Address) _____, in (City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Releasees.

4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Releasees for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Releasees.

5. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by the Releasees or being on the premises of the Stable, which resulted in loss, damage, injury or death.

6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child's own negligence.

7. Agree to abide by and follow any instructions given or rules established by the Releasees or any of its employees, guides or wranglers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

8. Agrees that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters et for the herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

11. **IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.**

I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE): _____

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

DATE

SIGNATURE