



The Ajax Riding Academy

Student Membership Contract

The Student identified in the Student Application and Waiver is hereby a registered Student of The Ajax Riding Academy Ltd. (TARA) and the Student (or the Student's Parent or Guardian if the Student is under 18) agrees to allow the Student to participate in horse riding lessons and related farm activities (The Services) at TARA until this agreement is terminated. The agreement has a term of 1 year and automatically renews every year. There is no penalty to terminate this agreement if the Student gives TARA 30 days notice of termination otherwise the fees are non-refundable. TARA may terminate the agreement immediately if there is a frustrating event or with 30 days notice to the Student. The Student agrees to the provisions of this agreement and the Student agrees to all TARA policies, safety rules and instructions as may be updated from time to time. TARA will provide reasonable services, horses, coaching and riding facilities and the Student agrees to make all payments on time and arrive promptly for lessons. TARA reserves the right to reschedule the Services or refund Student fees if the Services cannot be provided for any reason, at the exclusive discretion of TARA.

SIGNED,

Effective Date: _____

Student _____ Date _____

Parent or legal guardian _____ Date _____
(for Students under 18)

For TARA _____ Date _____



The Ajax Riding Academy

The Ajax Riding Academy Ltd.
2677 Audley Road North
Ajax, Ontario L1Z 1T6
Telephone: (905) 683-5050
Fax: (905) 683-8817

AGREEMENT FOR RELEASE AND WAIVER

The undersigned "Student", does hereby acknowledge and assume the risk of participation in any and all horse, camp, party and farm, maintenance or construction related activities in association with The Ajax Riding Academy Ltd. (hereinafter referred to as "TARA"), and/or Pine Point Farms Ltd. (hereinafter referred to as "Spirit Run") of Ontario. The Student voluntarily assumes all risk of loss, damage, illness, or injury that may be sustained while so engaged or as a result thereof, including death. The Student agrees to hold harmless, release, and indemnify TARA and Spirit Run from any claim. The Student further agrees to release and agrees not to make or bring any claim of any kind against TARA or Spirit Run, or their respective shareholders, officers, directors, employees, contractors, agents and/or other persons making property available for the Student, and agents in any location where these activities are conducted, and/or property are used, of and from all claims which may hereafter accrue on account of any injury, loss, or damage, which the Student may suffer, because of any matter, thing, condition, negligence or default whatsoever. The Student agrees not to make any claims against any other person or entity which might claim contribution from, or to be indemnified by, any of the above parties. The Student hereby accepts the full risk and danger of any hurt, injury, or damage that may occur through or by reason of any matter, thing, condition negligence or default, of any person or persons whatsoever, including death. The Student accepts and assumes all the above risks of injury, including death for any child (or children) of the Student. I represent and warrant that I have the authority to give this release. The Student has been fully informed that they can better protect against injuries by wearing approved protective equestrian head gear with a fixed harness, riding boots and chest protection while mounting, riding, dismounting and being around horses and other animals. The Student has been informed that many areas of the farm including, but not limited to, the creek, the ravine, the older barns, etc. are not to be entered under any circumstances due to the risk of injury. Rain, snow or mud may make dangerous conditions that must be avoided. Golf balls from Deer Creek Golf Club may enter the TARA property and the Student must make appropriate provision or not participate in activities near the Golf Club. I fully accept all responsibilities for my actions and that of my child or children and guests. I understand that saddle girths may loosen during a ride and that we must alert the nearest guide as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal. There are inherent risks of riding horses to the safety of unborn children and the Student must not ride or be around horses during pregnancy. The person executing this release acknowledges that there is a valid consideration in executing this release. The invalidity of any statement or waiver of rights above under law does not invalidate any other statement or waiver of rights. The Student understands that horses are independent living beings with their own minds and, as such, can never be entirely predictable and that there are risks in Equestrian activities including permanent disability or death. I am aware that at all times when in the stables or working around horses it is my responsibility to be alert and respectful of horses' intentions signaled with their ears and eyes and carried out with their teeth and hooves, speak in a reassuring tone when approaching horses and avoid sudden movements or noises, never leave horses unattended with stall door open, in the stable aisles, while they are cross tied, or in the riding arena, always lead horses properly with a lead shank, always wear appropriate clothing including rugged boots and approved helmet, pick up and replace tack equipment in the barn or arena, know the locations of emergency telephones, ambulance and veterinarian's phone numbers, and farm staff on duty, know all fire emergency procedures and never smoke or be intoxicated in the stable or allow others to do so, read and obey all posted information and warnings, comply promptly with all verbal directions of stable personnel, officers, and instructors unless I believe that by so doing I will endanger myself, other people, or horses, in which case I will immediately express my opinion to the person involved, refrain from acting in any manner that may cause or contribute to my injury or the injury of other people or horses, never ride alone or at night, check all equipment and tack including the saddle, girth straps, bridle, bit and curb strap prior to use for signs of weakness and proper adjustment, use proper equipment and attire including approved headgear with the chin harness snugly fastened at all times and approved boots with heels, ride in control only on horses rated with my ability level, be constantly aware of, anticipate, and be able to avoid nearby horses, people, and obstacles, natural and man-made hazards, never tailgate and always audibly alert riders and people on the ground in advance of changes in direction or when overtaking another horse, read and abide by all TARA and Spirit Run Safety Manuals and posted warnings. I understand that this is only a partial list, and I must be safety conscious and exercise should judgment at all times. Anyone found to be endangering themselves, other people, or horses faces immediate revocation of riding privileges. Please sign and date to verify that you have read and understand the above Student responsibilities:

SIGNED,

Student _____ Date _____

Parent or legal guardian _____ Date _____
(for Students under 18)

Witness _____ Date _____



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Service Price List, Effective September 1, 2008

Note; Prices and terms are subject to change.

Group Lesson Program

Lessons are billed on a monthly basis of \$180 plus GST for 4 one hour group lessons. Half hour Lead line private lessons are \$200 plus GST for 4 lessons. The payment is due on the 20th of the month before the lessons start. We offer pre-authorized payments from credit or debit or we accept post dated cheques. The lesson program runs from September to August. If you wish to drop out for any reason, we need notice by the 15th of the month, before payment is deposited.

Make Up Policy

- It is the student's responsibility to arrive on time on the designated day wearing the appropriate riding attire.
- The stable is not obligated to make up lessons other than those lessons the stable has cancelled due to extreme weather, instructor unavailability, etc. and therefore reserves the right to cancel and make up lessons for any reason at any time.

However:

- **One absence** for every 2 sessions may be made up if time and space permit. If you know of a planned absence well ahead of time, please let us know so that we can schedule your make up in a timely fashion.
- **The stable must receive a minimum of 24 hours notice prior to the absence**
- Make ups for which you are absent cannot be made up or refunded.
- No make ups will be given to those who have left the program.

Part Leasing

Upon mutual agreement of a part lease for a horse or pony, the monthly fee is \$425.00 plus GST. This includes 1 group lesson per week and 2 practice rides per week. Part leasing makeup riding rules are the same as group lessons, however, the lease contract is for a term of 1 year with no refund. 30 days prior to the end of the lease contract you will have the option to renew the lease for another year or cancel the lease without penalty.

Sunday Afternoon Activities

Extra Private or Semi-Private Lessons - \$50 plus GST for ½ hour private or 45 minute semi-private

In-house Horse Show - \$70 plus GST. Includes entry fee, horse rental and coaching.

Pony Club Meets - \$70 plus GST.

Adult Ride - \$70 plus GST