



Camp Marshall Equestrian Program

92 McCormick Road
Spencer MA 01562
508-885-4891
www.campmarshall.net

Welcome to Camp Marshall's Equestrian Program!

We hope your time here at Camp Marshall is an enjoyable and fun experience.

Dear Students and Families,

We would like to take a moment to thank all of our students and families for making Camp Marshall's riding program more successful each year! Our program is successful due to the dedication our student's show each day they lesson here!

This letter explains some of our policies. Please review thoroughly before beginning your lessons.

Lesson Pricing:

- Private 1-hour lesson: \$55
- Private ½ hour lesson: \$40
- Semi-Private 1-hour lesson: \$45
- 1-hour Group lesson: \$40

Payment Policies:

- Payment for each lesson is due the day of the lesson, *no exceptions*. There will be a \$10 late fee for any late payments. We do understand that emergency situations and sudden illnesses do arise and we cannot control that they will happen 24 hours in advance, please give your instructor as much of an advance notice as possible, lessons without said exceptions will still be billed.
- We prefer not to take payments in cash. We ask that you pay by check made payable to Camp Marshall, or online via PayPal or credit card.

However you wish to pay for lessons, you are more than welcome to pay in advance, or on a monthly basis, whichever is easiest for you. You can contact the office and we can email you an online invoice, please email Barbara at campmarshallma@gmail.com.

Cancellation Policy:

If you need to cancel your lesson, you need to give a **24-hour notice** prior to the time of the lesson or you will be billed. Please call the instructor directly as our instructors travel to camp to the facility for lessons. You will be charged for your lessons if you are a no show or late cancellation.

Office hours are limited (we do not man the office on weekends) and if you leave a message after hours, the instructor will not receive it. If for some reason your instructor needs to cancel, they will call you directly and you will not be charged. We do try our best to reschedule lessons wherever we can, however we cannot make guarantees that lessons will be made up each time one is missed.

Riding Attire:

To ensure your safety, please wear appropriate attire to your riding lessons. Boots with a small heel are required, as well as well-fitting pants such as riding breeches, leggings, or stretchy jeans. We have helmets we can provide for you if you do not own one yourself, students must wear their helmets throughout the entirety of their lesson including while mounted and unmounted. All helmets must be ASTM/SEI approved (ours are) and must not exceed a manufacturing date past 5 years ago, bike helmets are not acceptable to ride in. Please note that students are not allowed to ride in tank tops and must be wearing a t-shirt or long sleeve shirt. Please remember as the weather gets colder, dress appropriately for your lessons as you will be outside for the entirety of your lessons. We strongly recommend winter riding breeches and winter riding gloves in our New England winters. We also ask that parents and spectators please wear appropriate clothing to the barn as well, while you don't have to dress for riding or wear a helmet while at the barn, you must wear closed toed/heel shoes at all times, no flip flops or sandals allowed at the barns.

Weather:

As colder weather comes, instructors may need to adjust their schedules and combine lessons to ensure that all students have riding time in our indoor arena. When the weather goes below 15 degrees or above 90 degrees, mounted lessons will be cancelled.

Paperwork:

Please ensure that the paperwork below is read through thoroughly and filled out as accurately as possible. Only one student/participant is allowed on one page, if having more than one student/participant you must submit one form per person. All students must have these forms completed prior to their first lesson and either submit them to the office in advance or bring them with you to your first lesson and hand in to your Instructor. **Everyone that will accompany the student to lessons must have a signed Hold Harmless agreement form, located on the last page of this packet. Ex: Parents, guardians, siblings, friends etc.**

Please sign below to verify that you have read the above policies thoroughly and agree to follow the above policies: Signature by Rider (if over 18) or Parent/Guardian (if under 18)

Signature: _____ Date: _____

We value you as a student/participant and if there are any issues or concerns please do not hesitate to contact us at any time via email or phone.

Equestrian Director ~ Jordan Desilets ~ campmarshallequestriancenter@gmail.com
~ (508)-885-4891 ~ Ask for Jordan

Massachusetts' Equine Statute Law:

“Under **Massachusetts law**, an **equine** professional is not liable for an injury to, or the death of, a participant in **equine** activities resulting from the inherent risks of **equine** activities, pursuant to section 2D of chapter 128 of the General **Laws**.”



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YEAR ROUND PROGRAM REGISTRATION FORM

Rider's Name _____

Street Address _____

City _____ State _____ ZIP _____

Guardian's Name _____

Guardian's Phone # _____ Guardian's Phone#2 _____

E-Mail _____

Guardian's Name _____

Guardian's Phone # _____ Guardian's Phone#2 _____

E-Mail _____

Gender: Male Female

Age _____ Date of Birth ____/____/____

4-H member? Yes No

Ethnicity

- I do not wish to furnish this information
- Hispanic or Latino Non-Hispanic or Latino

Race

- I do not wish to furnish this Information
- White Native Hawaiian Hispanic or Latino American Indian
- Asian Black or African American Other (Please Describe) _____

**Worcester County 4-H Center, Inc., Camp Marshall
92 McCormick Road * Spencer, MA 01562**

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT, LIABILITY RELEASE, AND
ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or guide and outfitter services provided by CAMP MARSHALL.

PARTICIPANT NAME	AGE (if under 18)	WEIGHT Over 240?	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. DOB _____	4. Yes _____ No _____	5. ___ Beginner (under 10 hours) ___ Over 10 hours
6. Does the participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO (circle one)			
7. If you circled "YES", how can we help this participant with his/her special needs?			
8. <u>MEDICAL INSURANCE</u> I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses > My medical insurance company is _____. My policy number is _____.			
<input type="checkbox"/> I do NOT carry medical insurance.			

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. INHERENT RISKS/ASSUMPTION OF RISKS I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter, and/or confrontation with another equine, animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 ground, it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

D. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements 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 which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and part or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon THOSE STABLE'S premises.

E. CARRY-ON OBJECTS WARNING AND SHARP LOUD NOISES WARNING I/WE ACKNOWLEDGE THAT: When approaching, mounting, and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. SADDLE GIRTH LOOSENING WARNING I/WE ACKNOWLEDGE THAT: Saddle girth s (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I/WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT: Protective headgear/helmet provided by THIS STABLE may not be of perfect fit for the participant's head, and that once provided I/WE will be responsible for securing the headgear/helmet on the participant's head at all times. I am not relying on THIS STABLE and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. PROTECTIVE HEADGEAR/HELMET POLICY THIS STABLE'S PROTECTIVE HEADGEAR/HELMET POLICY: I understand and agree that THIS STABLE requires that all riders must wear ASTM Standard F 1163 Protective Headgear/Helmets.

I. LIABILITY RELEASE I AGREE THAT: In consideration of THIS STABLE allowing my participant in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their 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 THIS STABLE'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody, or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

J. EQUINE ACTIVITIES LIABILITY ACT (EALA) WARNING OR LANGUAGE: (This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, VA, VT, WV, and WI.) I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY CT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document

SIGNER STATEMENT OF AWARENESS

WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE

DATE

ADDRESS IN FULL _____

HOME PHONE # _____

CELL PHONE # _____

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

(_____)

PHONE #

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Worcester County 4-H Center, Inc.

92 McCormick Road • Spencer, Massachusetts 01562

Telephone (508) 885-4891

Fax (508) 885-0119

HOLD HARMLESS RELEASE FORM

The undersigned assumes the unavoidable risks inherent in all equine related activities, including, but not limited to, bodily injury, death and physical harm to participants. I agree to acknowledge the inherent risks associated with an equestrian facility environment.

The undersigned does hereby agree to hold harmless and indemnify **CAMP MARSHALL**, owners of **CAMP MARSHALL**, Board Members, Directors, Staff and Instructors and further release them from any liability or responsibility for accident, injury, death, or illness to the undersigned.

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Participant Name _____ Date _____

Signature below of Parent/Guardian (Under 18) OR Participant (If over 18)

_____ Date _____

Address _____

Telephone _____ Secondary Phone: _____

Signature of Worcester County 4-H Center _____