

SIMPLE CHANGES, INC.

TERMS AND CONDITIONS FOR THERAPEUTIC RIDING LESSONS

I, _____ (must be over 18) (the “Undersigned”), desires that _____ (the “Rider”) receive horseback riding lessons (“Lessons”) from Simple Changes, Inc. (“Simple Changes”) and [agrees to be bound/agrees to ensure that the Rider is bound] by the terms and conditions set forth herein.

ARTICLE I. MEDICAL INFORMATION.

A. The Undersigned certifies that the medical history form provided to Simple Changes as part of Rider paperwork (the “Medical History Form”) is the complete and current medical history of the Rider.

B. The Undersigned shall, at least one business day prior to the day of any Lesson scheduled for such Rider, notify the Program Director (as provided in Section VI.D. hereof) of any medical or physical condition not disclosed in the Medical History Form. Simple Changes, in its sole discretion, may cancel any Rider’s scheduled Lesson if Simple Changes believes that any medical or physical condition may impact the Rider’s safety or ability to participate in such Lesson. If Simple Changes determines that a Rider may not participate in a scheduled Lesson due to any such medical or physical condition, Simple Changes will attempt to find a substitute rider for the time slot of such Lesson and, assuming such condition no longer exists or if Simple Changes no longer believes such condition may impact the Rider’s safety or ability to participate in Lessons, offer the Rider a make-up Lesson if a time slot becomes available. Under these circumstances, however, Simple Changes does not offer refunds or guarantee the Rider a make-up lesson.

ARTICLE II. LESSONS.

A. Each Lesson shall last approximately forty-five minutes and will generally consist of mounting the Rider on the horse, tack adjustments, exercises while mounted, actual riding time, cool down time and dismounting. The Undersigned agrees that the riding instructor may deviate from the Lesson description above and that alternate Lessons may include lessons on barn management, grooming, tacking up, types of tack, and tack cleaning.

B. The Undersigned shall [arrive/ensure that the Rider arrives] to each Lesson on or before the scheduled time therefor, ready to begin the Lesson. If the Rider arrives more than **15 minutes late** to a Lesson or is not prepared to begin a Lesson at the scheduled time, such Lesson may be cancelled and the Rider will not receive a refund.

C. Simple Changes may cancel a Lesson due to bad weather conditions such as a heat advisory, thunderstorms and other extreme climate conditions, or as a result of the riding instructor’s unavailability for a particular Lesson. If Simple Changes cancels a Lesson, Simple Changes will schedule a make-up Lesson and notify the Undersigned of the new date and time therefor. If Simple Changes does not cancel, no make-up will be provided for weather.

D. If the Undersigned gives the Program Director at least one business day's notice (as provided in Section VI.D. hereof) that the Rider will be unable to attend a particular Lesson, Simple Changes will attempt to find a substitute rider for such time slot and offer the Rider a one make-up lesson per session if another time slot becomes available. Simple Changes does not, however, offer refunds or guarantee the Rider a make-up Lesson.

E. If the Rider misses three (3) consecutive Lessons without the Program Director's prior consent, the Rider will be removed from the Simple Changes therapeutic riding program (the "Program") and no refund for remaining Lessons will be provided.

ARTICLE III. PAYMENT.

Simple Changes offers riding sessions throughout the year ("Session"). Each Session lasts for a specific number of weeks – typically from 8 – 15. The Undersigned shall pay fifty percent (50%) of the total cost of Lessons for each Session prior to the date of the first Lesson of such Session. The Undersigned shall pay the remaining fifty percent (50%) of the total cost of Lessons for each Session prior to the start of the second half of such Session. If Simple Changes does not receive the first fifty percent (50%) payment prior to the date of the first Lesson of a particular Session, the Rider will not be included in that Session. If Simple Changes does not receive the second fifty percent (50%) payment prior to the second half of any Session, Simple Changes will remove the Rider from the Program and put the Rider on the waiting list for potential future enrollment.

Current lesson fee is \$70 per 45 min lesson. Payment schedules are at the sole discretion of Simple Changes. Lesson fees may change over time. Any changes will be communicated to Riders before it is implemented.

If a Rider cannot continue Lessons for medical reasons, a written note from the Rider's physician must be provided. A refund for the balance of the Session will only be provided once we can fill the slot with a rider from the waitlist. If a Rider wants to hold their slot until they can return to riding, they must pay the full lesson fee as usual.

ARTICLE IV. ATTIRE.

The Undersigned [agrees to/agrees to ensure that the Rider] wears proper attire for riding lessons, including long pants, shoes (boots with at least a half inch heel is recommended but sneakers are permitted), and an SEI-ASTM approved riding helmet with an attached harness that fits properly and is replaced after a fall or every 5 yrs from manufactured date. The Rider must wear his/her approved riding helmet at all times when in the ring, during Lessons, in the barn, or otherwise near horses.

ARTICLE V. DISCIPLINE AND DISMISSAL

A. Simple Changes will not tolerate any Rider or Parent/Guardian who (i) engages in disruptive conduct, (ii) exhibits behavioral problems that are unacceptable or unsafe, (iii) makes sexual comments or engages in sexual conduct, (iv) is disrespectful to instructors and/or volunteers, or (v) fails to follow Simple Changes' Policies set forth in Exhibit B hereto (the "Policies")

B. The Undersigned agrees that Simple Changes may discipline any Rider who violates the Policies or engages in any prohibited conduct. Such discipline may include a verbal warning, a written warning and, in certain situations, removal of the Rider from the Program. Simple Changes reserves the right to remove a Rider from the Program if Rider participation involves unsafe situations or situations involving physical or emotional stress towards other participants, volunteers, staff members or horses. Depending on the circumstances, Simple Changes may issue a prorated refund.

C. Simple Changes may remove a Rider from the Program if its parent/guardian, family, or guests engages in unruly or unsafe behavior as determined by the Program Director or Executive Director. Simple Changes is under no obligation to issue a refund.

D. Riding at Simple Changes is at the sole discretion of Simple Changes. If at any time the Simple Changes staff determines that therapeutic riding at Simple Changes is not an appropriate activity for a Rider, Simple Changes may remove said Rider from the Program.

ARTICLE VI. MISCELLANEOUS.

A. The Undersigned has executed and returned to Simple Changes the Physicians Statement Form as part of Rider paperwork.

B. The Undersigned has executed and returned to Simple Changes Exhibit A attached hereto (Virginia State Requirements).

C. The Undersigned [agrees to abide by/ensure the Rider complies with] the Policies (Exhibit B).

D. Simple Changes requires that Riders be enrolled at only one therapeutic riding program at a time so that more individuals with disabilities may be served. The Undersigned [agrees to abide by/ensure the Rider complies with] this Policy.

E. Please direct all notices, questions, suggestions, problems or complaints pertaining to a Rider's Lessons or the Program to the Executive Director at the contact information below. Please note that for the safety of all of our riders, riding instructors and volunteers may not discuss the above during scheduled Lesson times.

Corliss Wallingford
Executive Director
SIMPLE CHANGES, INC.
PO Box 991 Lorton, VA 22199
703.402.3613 (office) 703.372.2625 (fax)

ACCEPTED BY: Signature: _____ Date: _____

[Print Name of Parent/Guardian]

EXHIBIT A

VIRGINIA STATE REQUIREMENTS

I, [Insert Name of Rider if Rider is 18 years of age and legally capable of entering into a contract; otherwise Insert name of Parent/Guardian], desires that [Insert Name of Rider] receive horseback riding lessons from Simple Changes, Inc. and have reviewed the following:

A. Except as provided in § 3.1-796.133 of the Virginia Code, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.1-796.133 of the Virginia Code, no participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § 3.1-796.133 of the Virginia Code, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks specifically enumerated under this subsection may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant or parent or guardian of a minor.

C. I am aware of the inherent risks of horseback riding.

ACCEPTED BY:

Signature: _____ Date: _____

[Print Name of Parent/Guardian]

Rider Name: _____

EXHIBIT B

SIMPLE CHANGES POLICIES LORTON LOCATION

General Conduct Policy For Parents, Riders, And Guests During Lesson Time:

Prior to Lesson

- Speed limit on drive into farm is **10 mph** location. Speed limit on Belmont Blvd is 35 MPH. Please watch for pedestrians and horses.
- Simple Changes riders may use the parking spots in the parking lot.
- If previous lesson is in progress or riders are dismounting, please stay in car or quietly go to parent/ rider waiting area.
- All riders are to wait at designated parent/rider waiting area until a volunteer or instructor comes to escort them to the barn or rider holding area. All other areas are off limits.
Please do not enter barn without permission from the instructor!
- Any parent or guardian who leaves the premises during a lesson shall leave a contact number with the riding instructor in case of emergency.

During Lesson

- While a riding lesson is in progress, all parents, family members, and guests must stay in waiting area or in their vehicles. All children **MUST** remain with and close to a parent or guardian at all times. The barn yard and adjacent areas are closed to the general public.
- No one may enter the fenced area unless requested by an instructor or volunteer.
- No loud noises (clapping, door slamming on cars, loud talking/ laughing, calling to riders, etc.) shall be permitted.
- No umbrellas, ball playing, or fast type movement games are allowed at any time.

After Lesson

- After lesson, as applicable, the riders will be returned to their parent, guardian or other transportation.

General Rules:

- All riders must wear a helmet when on or around the horses.
- All gates and stall doors shall remain closed. Do **NOT** enter the barn if the barn doors are closed - loose horses may be in the aisle ways. Please wait outside until doors are open.



- Participants and volunteers should enter the barn only at the end of the aisle way close to the parking lot. You should not use other entrances, walk through the riding ring or wander around the barn.
- There is no climbing, sitting, or standing on stall doors, fences, or gates including the ring.
- Smoking and consumption of alcohol beverages or drugs is prohibited on the premises.
- Do not approach a horse with a stroller or wheelchair unless the handler or rider tells you it is ok to do so. Horses may spook at the equipment.
- There are no personal dogs permitted on the Simple Changes property.
- There is no running around horses or riding areas.
- All trash is to be disposed of in trash barrels.
- No horses are to be handled/petted without program staff's permission and/or supervision.
- Please respect others when speaking or socializing.
- Do not feed treats to any horses in stalls or over the fence!

Riding at Simple Changes is at the sole discretion of Simple Changes. If at any time staff determines that therapeutic riding at Simple Changes is not an appropriate activity for a Rider, Simple Changes may remove said Rider from the Program.

ACCEPTED BY:

Signature: _____ Date: _____

[Print Name of Parent/Guardian]

Rider Name: _____



Participant Application/ Photo Release/Liability Release

Mail To:
Simple Changes
P.O. Box 991
Lorton, VA 22199

GENERAL INFORMATION

Participant Name: _____ DOB: _____

Weight: _____ Height: _____ Age: _____ Gender: M F Home # _____ Cell # _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail Address _____

Participant's Diagnoses/Date of Onset: _____

1. Parent/Guardian's Name: _____ Relation: _____

Employer/ Job Title: _____ Work #: _____

2. Parent/Guardian's Name: _____ Relation: _____

Employer/Job Title: _____ Work #: _____

Caregiver: _____ Phone: _____

Address (if different than above) _____

PHOTO RELEASE

I **DO** **DO NOT** consent to and authorize the use and reproduction by Simple Changes, Inc. of any and all photographs and any other audio/visual materials taken of me/ my son/ my daughter/ my ward/my guests for promotional material, educational activities, exhibitions or for any other use for the benefit of Simple Changes, Inc., the Therapeutic Riding Association of Virginia, Simple Changes Farm, LLC, and/or Professional Association of Therapeutic Horsemanship, International.

Signature: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Subsequent Year Initials: _____ Date: _____ Subsequent Year Initials: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Participant (if over 18), Parent or Legal Guardian

RELEASE OF LIABILITY

Participant's Name _____ would like to take part in activities at Simple Changes, Inc. I acknowledge the risks and potential for risks of horseback riding and related activities. However, I feel that the possible benefits to me/ my son/ my daughter/ my ward/my guests are greater than the risk assumed. I hereby, intend to be legally bound for myself/ my heirs and assigns, executors or administrators, waive and release forever all claims for damages against Simple Changes, Inc., its Board of Directors, Instructors, Therapists, Aides, Volunteers, Employees, Contributors, Horse Owners, and/or Simple Changes Farm, LLC, for any and all Injuries and/or losses I/ my son/ my daughter/ my ward/my guests may sustain while participating in activities at Simple Changes, Inc.

Signature: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Subsequent Year Initials: _____ Date: _____ Subsequent Year Initials: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Participant (if over 18), Parent or Legal Guardian



Authorization for Emergency Medical Treatment

Participant Staff

Mail To:
Simple Changes
PO Box 991
Lorton, VA 22199

Name: _____ DOB: _____ Phone: _____

Address: _____

Health Insurance Company: _____ Policy #: _____

Physician's Name: _____ Physician's Phone: _____

Allergies to medications: _____

Current medications: _____

In the event of an emergency, contact:

1. Name: _____ Relation: _____ Phone: _____

2. Name: _____ Relation: _____ Phone: _____

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Simple Changes, Inc. to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

Consent Plan

This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Signature: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Subsequent Year Initials: _____ Date: _____ Subsequent Year Initials: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian

Participant (if over 18), Parent or Legal Guardian

OR Non-Consent Plan

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency.

- Parent or legal guardian will remain on site at all times during equine assisted activities
- In the event emergency treatment/aid is required, I wish the following procedure to take place:

Signature: _____ Date: _____

Participant (if over 18), Parent or Legal Guardian