***Painted Ponies Stables & Training Center llc***

*12859 Cincinnati Rd, AR 72769****,*** *Phone: (870) 754-0067 , 870-754-0032*

*paintedponiesstables.com Email: paintedponiesstables@yahoo.com*

**Customer Agreement and Indemnification Form**

 The parties to this Agreement are Painted Ponies Stables and Training Center LLC (“The Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Customer”);

 The company hereby agrees to perform the following services for the Customer, (circle all that apply):

Riding lessons (one Hour) Horse training by session Monthly horse training

Shows Boarding Lease

 The Company does not guarantee any results from said services, but shall nonetheless perform all services/work in a quality, workmanlike manner.

 Payment from the Customer to the Company shall be paid in cash or personal check. Payment is due prior to the beginning of services. All Checks are to be made out to Painted Ponies Stables.

All riding lessons require a minimum notice of (1) hours must be giving prior to cancellation of lesson; less then (1) hour notice will result in a fee of $10.00. **Riders failing to inform Painted Ponies Stables and who do not show to a scheduled lesson will be charged the full amount of the missed lesson**

The customer is responsible for all entry fees, trainer/coaching , transportation to all shows.

 Customer acknowledges the inherent risks which are involved in any activity involving equines. The risks may include but are not limited to, damage to property, illness, bodily injury, trauma or death. Customer understands both equine and rider can be injured in the normal course of training, competing, and pleasure riding and therefore agrees to hold harmless Company and its’ affiliates for any liability for damages, injury or death irrespective of location.

 Furthermore, Customer agrees to hold the Company harmless for any damages that may result for the foregoing services that Customer has contracted the Company to perform. In the event that any dispute arises out of this Agreement and the related services hereto, the parties agree that said dispute shall be submitted to binding arbitration. If the parties are unable to mutually agree upon an arbitrator, one shall be appointed via the American Arbitration Association. The laws of the Commonwealth of Arkansas shall govern any disputes regarding this Agreement.

 Participation is voluntary and Customer assumes all risks associated with equine activities. Warning: You assume the risk of equine activities pursuant to Arkansas law.

 The parties acknowledge that there has been no fraud, overreaching, coercion, or other unfair dealings on the part of the other in entering this Agreement of Indemnification.

 This document is the entire Agreement between the parties and any changes hereto must be made in writing and consented by both parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_

Kerry Couch, Owner/Operator Customer/Participant Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Michael Couch, Owner/Operator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Parental/ Guardian Signature

Date: \_\_\_\_\_\_\_\_\_ (If under 18, Parental/Guardian signature required)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Primary Contact Number

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip Alternate Number