

ART OF RIDING LLC COACHING AND TRAINING COURSES
Hector's Hill Farm, 3394 Loudon Street, Granville, OH 43023 740-924-5008

**TERMS OF USE, RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, CONTENT RELEASE**

These Terms of Use, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereinafter designated Agreement) explain the terms by which paying and non-paying students (“Participants”) may use the Platform, and other online or mobile services we may provide (collectively, the “Services”). Please read this Agreement carefully before using the Services. By accessing or using the Services, you agree that you have read, understood, and agree to be bound by this Agreement, and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Services. This Agreement applies to all Participants, visitors, users, and others who access the Service and those that access the mobile apps and/or web online courses or live coaching support our Service creates (collectively, “Users”).

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

TERMS OF USE

1. HOW WE UPDATE THIS AGREEMENT

This Agreement is maintained on our website. We reserve the right, in our sole discretion, to modify or replace this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material way, we will update the date at the bottom of this page. Your continued use of the Services after any such change constitutes your acceptance of the new terms. If you do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

2. USE OF OUR SERVICE

a. Eligibility. Because we respect the rights of children and parents, you may use the Services only if you can form a binding contract, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. Because we respect the User community, the Service is not available to any Users previously removed from the Service.

b. Your Services. In order to use the Services, you must register for an account. The registration is free of charge. You must provide accurate and complete information and keep the Account information updated. By connecting to the Service with a third-party service like Facebook, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For more information on the types of information we collect from these third-party services, please read our privacy policy.

c. Your interaction with other Users. You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. We will have no liability for your interactions with other Users, or for any User’s action or inaction

d. Changes to the Services. We're always innovating and finding ways to provide our Users with new and innovative features and services. Therefore, we may, without prior notice, change the Services; change the pricing of the services; add or delete features of the Services, to you or to Users generally; or create usage limits for the Services.

3. COPYRIGHT POLICY

We require that Users of the Service respect the copyright and other intellectual property rights of Karen Musson and the Art of Riding LLC. All rights reserved.

4. TERMINATION OF YOUR ACCOUNT AND THE SERVICE

We may terminate or suspend the Service in whole or in part immediately, without prior notice or liability, for any reason or for no reason, including without limitation, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Service will immediately cease.

All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

BY AGREEING TO THESE TERMS, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. PLEASE READ ENTIRE DOCUMENT CAREFULLY.

This Agreement is made and entered into on the date of registration, by and between Karen Musson of Art of Riding LLC, (hereinafter designated Equine Professional) and Participant. In return for participating in, engaging in or being present at equine activities associated with Equine Professional's Services or other activities at Hector's Hill Farm today, and on all future days, the Participant, his heirs, next-of-kin, spouse, assigns and legal representatives, hereby expressly agree to the following:

1. Participant understands there are **INHERENT RISKS** in and around equine activities. There are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave without warning or any apparent cause in ways that may result in injury, death, or loss to persons on or around the equine, including bucking, biting, kicking, rearing, shying or stepping on a person or property, pushing or shoving a person, reacting to saddles or bridles loosening or breaking, regardless of their training and past performance; the unpredictability of an equine's reaction to medications, sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant and/or acting in a negligent manner.
2. **PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN ACTIVITIES AT HECTOR'S HILL FARM OR ARISING FROM PARTICIPATING IN, ENGAGING IN OR PRESENCE AT EQUINE PROFESSIONAL EQUINE ACTIVITIES AND SERVICES**, use of farm equipment, horse and gear provided and/or the use of own horse, equipment and gear, including but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence or deliberate act of another person.

3. Participant agrees to hold Equine Professional and Hector's Hill Farm, 3394 Loudon St, Granville, OH 43023, the Musson family, its relatives, any assistants and associates (hereinafter designated Releasees) completely harmless, not liable and RELEASES, DISCHARGES AND AGREES NOT TO SUE Equine Professional and/or Releasees on account of or in connection with any claim, cause of action, injury (including death), loss, damage, liability or cost whatsoever arising from participating in, engaging in or presence at Equine Professional's equine activities and Services or other activities at Hector's Hill Farm.
4. Participant agrees to INDEMNIFY, AND SAVE AND HOLD HARMLESS Equine Professional and Releasees from and against any loss, liability, damage or cost arising out of or in any way connected with Participant's use of a horse and any equipment or gear provided therewith or any acts or omissions of Releasees.
5. Participant RELEASES Equine Professional and Releasees from any claim that such Releasees are or may be negligent in connection with Participant's 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 leading and supervising riders, or in the use of farm equipment.
6. Participant agrees to abide by all of Equine Professional's rules, regulations and policies. **Participant is responsible for using protective gear, including a helmet for riding that meets safety standards and has not suffered previous impact, and heeled boots.**
7. Participant is responsible for insurance coverage on his horse, personal property and self.
8. Participant agrees to indemnify and defend Equine Professional and the Musson family against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from participating in, engaging in or presence at Equine Professional's equine activities and Services or other activities at Hector's Hill Farm.
9. Participant expressly agrees that the foregoing Agreement is non-assignable and non-transferable and is intended to be as broad and inclusive as is permitted by law, and that in the event of 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.
10. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release such as the foregoing Agreement shall not extend to claims, material or otherwise.

WARNING: an equine activity sponsor or Equine Professional is not liable for injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.

By participating in Services, you acknowledge that you have fully read and understand the terms and conditions of this Agreement and understand it is a CONTRACT AND A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

MULTI-MEDIA CONSENT AND RELEASE

By registering for an on-line course with Karen Musson, permission is granted by the registrant (hereinafter designated Participant) to Karen Musson of The Art of Riding LLC to use images and/or recordings of Participant, as more fully explained in this Consent and Release.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Participant hereby grants to Karen Musson, The Art of Riding LLC, its agents, employees, licensees and successors (collectively, the "Released Party") the absolute and irrevocable right and permission to use and publish the recorded image and/or recorded voice or written expression of Participant (hereinafter Image and/or Voice) that has been obtained PURSUANT TO THIS Consent and Release IN A GROUP SETTING, including but not limited to broadcast discussion and on-line group discussion.

The Image and/or Voice may be used and published individually or in conjunction with other photography, video works, and recordings for any lawful purpose in THE SPIRIT OF SPREADING THE WORD AND EDUCATING ABOUT KAREN MUSSON'S WORK, including without limitation, education, trade, exhibition, illustration, promotion and electronic publication in any medium (including without limitation, print publications, public broadcast, CD-ROM/DVD or other distribution format). Participant represents and warrants that no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release.

Participant waives any right to inspect or approve the Released Party's use of the Image and/or Voice for the purposes agreed. The undersigned releases the Released Party from all claims of libel, slander, invasion of privacy, infringement of copyright or any other claim related to the Image and/or Voice.

BY PARTICIPATING IN SERVICES PARTICIPANT WARRANTS THAT PARTICIPANT HAS READ THIS CONSENT AND RELEASE, UNDERSTANDS IT AND FREELY ENTERS INTO THIS CONSENT AND RELEASE.

MISCELLANEOUS

You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation.