Trainer Registration

Barrington Hills Park District Riding Center

Dear Trainer,

Barrington Hills Park District ("Park District") has instituted a policy requiring trainers to register with the Park District in order to be eligible to use the Park District Riding Center ("Riding Center") for horse training and riding instruction.

NOTE: Registration allows your use of our facility for horse training and riding instruction as designated in your accepted application, only. It does NOT create any employment, independent contractor, or agency relationship or any other affiliation between the Park District and you, or otherwise denote or constitute any endorsement or sponsorship of you or your training or instruction services. Any representation by you to the contrary shall be grounds for immediate revocation of your Riding Center use privileges.

What is required?

- Completion of the Trainer Registration Form
- Signing of Trainer Rules and Regulations, Helmet Policy, Riding Center Facility Rules and Regulations
- Signing of the Park District Waiver, Release, Defend, Indemnification and Hold Harmless Agreement
- Yearly fee of \$75 if paid between June 1st and June 30th. Fee is \$100.00 if you pay between July 1st through May 31st
- Display Park District Trainer Tag while teaching students
- Certificate of Insurance filed with the Barrington Hills Park District office demonstrating Trainer's professional horse trainer liability insurance with at least \$1,000,000 coverage and listing Barrington Hills Park District as an additional insured.

The registration forms may be downloaded from and submitted on line at bhillsparkd.org/ridingcenter/trainer-registrationinformation or the form can be downloaded from the same site and mailed to the Park District office at:

Barrington Hills Park District PO Box 1393 Barrington, Illinois 60011

Signing of the Registration Form denotes agreement to follow the Riding Center Rules and Regulations and Trainer Rules and Regulations.

Your email address and telephone numbers will be used to create a "trainer list" for so that the Park District can easily communicate with you and contact you when necessary. Your Trainer Tag will be mailed to you. The names of registered trainers permitted to train and teach at the Riding Center will be posted at the Riding Center and on the Park District web site.

If you have any questions regarding this policy, please do not hesitate to contact the Park District Office; (847) 783-6772, office@bhillsparkd.org.

We welcome you to the Riding Center. Happy teaching and happy students!

Barrington Hills Park District Board of Commissioners

Barrington Hills Park District Riding Center Trainer Registration

Completion of all fields is required.
(Form also available online and for download from BHPD website)

Date:				
Name	:			
Addre	ess:			
City:		County:		
I live]	In-Dist	rict or I live Out-of-District State: Zip:		
Email Address:				
Telephone Number:				
I will	train at	the Riding Center:		
		In the winter months (November 1- April 30)		
		During the summer months (May 1 through October 31)		
		Both winter and summer		
Other	:			
	I will	only instruct students at the Riding Center		
	I will only train horses at the Riding Center			
	I will instruct students and train horses at the Riding Center			

Barrington Hills Park District Riding Center Trainer Registration

	New Registr	ration				
	Renewal of I	Registration				
Num	ber of student	s that you teach:				
Num	ber of lessons	taught per day:				
Num	ber of lessons	taught per week:				
Num	ber of lessons	taught per month: _				
Num	ber of horses	that you train:				
Num	ber of horses	you train per day:				
Num	Number of horses you train per week;					
Number of horses you train per month:						
What	t days do you t	typically teach/train	? (Check all that apply.)			
□ N	Ionday	Tuesday	□ Wednesday	□ Thursday		
□ F	riday	□ Saturday	□ Sunday			
Do yo	ou primarily to	each on the weekend	ls or weekdays? (Choose on	e.)		
Οv	Veekends	□ Weekdays	\Box Both Weekends and V	Veekdays		

Barrington Hills Park District Riding Center Trainer Registration

Which disciplines do you teach and/or what type of horse training do you provide?

Dressage	Eventing	□ Hunter/Jumper
□ Natural Horsemanship		Polo
U Western	□ Train Experienced Horses	□ Start Young Horses
Other:		
-	-	tifications, qualifications, experience, etc.? Inmediate revocation of your use privileges.
What type of lessons do you	u teach? (Check all that apply.)	
Private	Group	□ Both Private and Group
If you teach group lessons h	now many students do you teach in	one lesson? I typically teachto
st	udents per group lesson.	
Barrington Hills Park Distr	rict will post a list of registered tra	iners.
Would you like your teleph	one number listed? \Box yes \Box] no
Would you like your email	address listed? \Box yes \Box no	
\Box My check for \$75.00 is	included. (June 1 through June 30	0)
□ My check for \$100.00 i	is included. (July 1 - May 31)	

Barrington Hills Park District Trainer Rules and Regulations

1. Trainer agrees to comply with all applicable local, state and federal laws, ordinances, rules and regulations, including but not limited to these Trainer Rules and Regulations and the Riding Center Rules and Regulations set forth by the Barrington Hills Park District, including the Winter Indoor Arena Schedule.

2. Trainer must sign the Park District Waiver, Release, Defend, Indemnification and Hold Harmless Agreement and Helmet Policy to obtain a permit to use the Riding Center for horse training or riding instruction.

3. Beginning June 1, 2016, all registered trainers are required to carry horse Trainer Liability Insurance with a liability limit of one (1) million dollars or more. The Certificate of Insurance must list the Barrington Hills Park District as an additional insured. Proof of coverage must be provided to the Park District by having your insurance carrier mail a Certificate of Insurance to the Barrington Hills Park District office at PO Box 1393, Barrington, IL 60010.

4. Prior to use of the Riding Center, Trainer must obtain and deliver to the Park District the Park District Waiver, Release, Defend, Indemnification and Hold Harmless Agreement and signed Helmet Policy from each of his/her students or, if the student is a minor child, from each parent of the minor child. Prior to use of the Riding Center, a Trainer must obtain a Park District Waiver, Release, Defend, Indemnification and Hold Harmless Agreement signed by each owner of a horse that Trainer will work with at the Riding Center. Trainer shall use for this purpose the forms provided by the Park District.

5. Trainers are responsible for informing their students of the Riding Center Rules and Regulations set forth by the Park District and are responsible for the actions of their students and horses.

6. Trainers must schedule their lessons on the Barrington Hills Park District on line calendar at bhillsparkd.org/bhpd-calendar in advance of conducting any such lessons and remove any cancelled lessons.

7. Lessons/training do not have the right-of-way. Do not monopolize the ring if other riders are present. Be aware of all riders and adjust your lesson or ride accordingly.

8. Trainers are solely responsible for providing adequate and appropriate supervision for their lessons and training and must conduct their lessons and training in a safe manner for all riders and horses present.

9. Trainers are solely responsible for determining whether the sections of the Riding Center used in connection with their lessons and training are safe, suitable and appropriate for their use and their students' and horses' use and shall inspect the same prior to and subsequent to each use to determine that said sections are safe and suitable.

10. Trainers are solely responsible for the care, custody, and control of any of their personal property or equipment brought onto Park District property. The Park District does not assume the care, custody, or control of any personal property or equipment brought upon Park District property.

11. If not riding, leave the arena promptly after a lesson if the arena is crowded, if the arena is at capacity (8 horses), and if others are waiting to enter the arena.

12. Trainers must display Park District issued Trainer Tags while instructing students or training horses.

13. The undersigned Trainer acknowledges and agrees that he/she is not an employee, independent contractor, agent, representative, or other affiliate of the Barrington Hills Park District, but is merely issued a permit to use the Riding Center to provide horse training and/or riding instruction to Trainer's own clients. The undersigned Trainer agrees not to advertise or represent him/herself as an employee, independent contractor, agent, representative, or other affiliate of or for the Park District, advertise or represent his/her training or instruction services as a Park District program or joint program, or otherwise imply any affiliation with the Park District.

14. The Park District reserves the right to revoke any permit issued to a Trainer due to misrepresentation, misconduct of, or misuse of property by Trainer, Trainer's students or other individuals associated with Trainer or Trainer's use of the Riding Center, failure to comply with Riding Center Rules Regulations or Park District ordinances, or for any other reason deemed necessary or desirable by the Park District in its sole discretion for public safety or preservation of property, or otherwise in the Park District's best interest.

15. The Park District reserves the right to modify these Rules and Regulations at any time. It will endeavor to provide advance notice of such modifications.

I hereby understand and agree to comply with the above Rules and Regulations of the Barrington Hills Park District.

Date:_____ Printed Name: _____

Signature:

Barrington Hills Park District | PO Box 1393 Barrington, IL 60011 | bhillsparkd.org | Phone/Fax 847-783-6772 | bhpdoffice@comcast.net | Rev. 5/2016 Page 6 of 10

Barrington Hills Park District Rules and Regulations For the Barrington Hills Park District Riding Center

WARNING

Under the Illinois Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from equine activities.

NOTICE

The Barrington Hills Park District Riding Center ("Riding Center") is an unsupervised facility. You ride at your own risk and assume all risk of injury when you are on Barrington Hills Park District property.

Please contact the Park District Office by telephone, (847) 783-6772 or email <u>bhpdoffice@comcast.net</u> with any suggested maintenance or repair issues or to report compliance issues. Repeated violators of these Rules and Regulations risk having their Riding Center privileges suspended or revoked.

Please remember that there are many equestrian disciplines and that the Riding Center is a shared facility. Please be prepared to adjust your riding program to accommodate the current conditions in the riding arenas. Courtesy and safety should guide your behavior.

The following rules and regulations have been compiled in an effort to promote safety at the Barrington Hills Park District Riding Center. Please review and follow them.

General Facility Rules and Regulations

- 1. A signed Waiver, Release, Defend, Indemnification and Hold Harmless Agreement is required to be on file in the Park District office before you are authorized to use the property or facilities. This document is available on-line or in the information stall at the Riding Center.
- 2. An SEI/ASTM equestrian helmet ("Helmet") is required to be worn by all riders mounted on a horse while on Park District property and the Park District does not provide any Helmet.
- 3. Trainers and instructors are required to register with the Barrington Hills Park District. Training and/or instruction is not permitted without registration.
- 4. Cook County Ordinances require dogs to be leashed at all times while on Park District property and/or Cook County Forest Preserve property.
- 5. Under Illinois law, smoking is prohibited within all buildings on Park District property.
- 6. The vehicle speed limit is 10 mph on Park District property.
- 7. The outside area along the east side of the main barn and indoor arena is designated as a No Parking Area because the doors located there are emergency exits for both people and horses.
- 8. You must remain on Park District property and supervise your horse while it is in a paddock. Horses may not be left unattended in the paddocks. Unattended horses will be removed and placed in a stall. Please limit paddock turn-out time to 1/2 hour if others are waiting to use the paddock. No turn-out is allowed when the footing in the paddock is soft.
- 9. Horses may not be left on Park District property overnight unless an actual emergency arises. If an actual emergency arises, please leave your name, phone number and basis of the emergency on the stall door and also leave that information in a message or the Park Board staff at (847) 783-6772.
- 10. You are required to clean up after yourself and your horse before leaving the facility including stalls. Please turn off all lights if you are the last to leave the facility.
- 11. During the indoor riding season (November 1 through April 30) please adhere to the posted Winter Indoor Arena Riding Schedule.
- 12. Barrington Hills Park District, and anyone acting on its behalf, is authorized, but not obligated, to secure emergency medical attention for you and, while it will make reasonable efforts to notify your emergency contact if this information is made available, it cannot guarantee such contact will be successful prior to securing medical attention. You are responsible for the costs of all such services for your medical care.

Indoor and Outdoor Arena General Rules and Regulations

- 1. Do not leave your horse unattended in an arena.
- 2. There is no tying of horses in any arena.
- 3. No lunging, in-hand/unmounted work or loose horses are allowed in an arena unless there are no other mounted riders present.
- 4. Clean up after yourself and your horse after you have left an arena.
- 5. All riders are welcome to ride in an arena during lessons EXCEPT during scheduled Pony Club lesson time November 1 through mid May.
- 6. Arena maintenance has priority over riding and is typically done between 5:00 AM and8:30 AM. Please do not enter an arena during maintenance and exit an arena immediately for maintenance to begin. (Note: maintenance schedules may vary due to changing conditions and priorities.)

<u>Indoor Arena:</u> Please remember to remove all jumps, barrels, poles, cones and dressage letters after your use. Please return all equipment to the jump storage stall.

<u>Note</u>: Although the suggested capacity of the indoor arena is approximately 8 riders/horses, each rider must determine for themselves whether or not they feel they can safely ride under the circumstances they find in the arena when they enter it.

<u>Outdoor Arena:</u> Please remember that only 4 plastic jumps may remain in the outdoor arena after your use of it. Please remove any additional jumps, poles, barrels, cones and dressage letters after your use.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT APART FROM WHAT IS STATED IN THESE RULES AND REGULATIONS HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT. I UNDERSTAND THAT THE SIGNING OF THIS DOCUMENT IS REQUIRED FOR PARTICIPATION IN ACTIVITIES AT THE BARRINGTON HILLS RIDING CENTER, THAT I HAVE OTHER FACILITIES ELSEWHERE TO CHOOSE FROM, AND I UNDERSTAND, AGREE, AND INTEND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE RULES AND REGULATIONS.

Dated:______, 20_____ Signature: ______ Printed Name: ______ Emergency Contact Name/Number: ______ Both Parents or Legal Guardians Are Required To Sign On their Own Behalf AND For Anyone Under The Age of 18 Years

Minor Child/Ward's Name:______ Minor Child/Ward's Birth Date:_____

Dated: ________, 20______

Parent or Legal Guardian's Signature: (Signing on own behalf and on behalf of Minor Child/Ward)

Parent or Legal Guardian's Signature: (Signing on own behalf and on behalf of Minor Child/Ward)

Barrington Hills Park District Waiver, Release, Defend, Indemnification & Hold Harmless Agreement for the Barrington Hills Park District Riding Center

WARNING

Under the Illinois Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from equine activities.

On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including any one claiming by or on behalf of any of me/us, in consideration of the grant of right to use the Barrington Hills Park District's equestrian facilities and/or grounds, subject to the terms and conditions of this Waiver, Release, Defend, Indemnification & Hold Harmless Agreement ("Agreement"), I agree as follows:

1. <u>Acknowledgement of Risk, Identification of Released Parties and Assumption of Risk.</u> I acknowledge that all equine activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine activity, including as a rider, driver, handler, lessee, owner, agent, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous. I understand that the equestrian facility located on Bateman Road in Barrington Hills, Illinois, which is commonly called the "Riding Center" consists of equestrian facilities and grounds comprised of approximately fifteen (15) acres which is owned by the Barrington Hills Park District ("BHPD"). The BHPD, and its insurers, commissioners, employees, officers, directors, independent contractors, agents, and volunteers while acting on behalf of the BHPD are hereafter collectively referred to as the "Released Parties". I understand that the BHPD does not provide any supervision of any activity at the Riding Center facility or upon its grounds, and it is therefore impossible to guarantee the safety of any one who is in, upon or uses the facility and grounds for any purpose. Therefore, I understand that when I am in, upon or use the facility and/or grounds I assume all risk and legal responsibility for loss or damage to property or injury or death to me and/or my minor child or ward.

Further regardless of the reason I, or my minor child or ward, am/is on the grounds of the BHPD, I specifically acknowledge that by my/their initial and/or continued presence for any reason on BHPD property I/they will be regarded as a participant in an equine activity and I accept the limits of liability as stated in the Illinois Equine Activity Liability Act, 745 ILCS 47/1 et seq., in the event of any injury to me/them.

I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any equine animal used by me, my minor child or ward is physically fit, appropriate and/or skilled enough to engage in any particular equine activity. I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the level of my training, the training of my minor child or ward, or the training or suitability of any equine animal I, or my minor child or ward, use within the facilities or upon the grounds owned by the BHPD.

Further, I acknowledge that any trainer which I may use for instruction or training at the Riding Center, whether or not registered with the BHPD to provide instruction at the Riding Center ("Trainers"), are not employees or independent contractors of the BHPD, or in any way sponsored, endorsed, approved or affiliated with the BHPD. I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the qualifications, character, fitness or competence of any Trainers. I acknowledge that I am solely responsible for conducting any such investigation or otherwise determining that Trainers are qualified and have the requisite qualifications, character, fitness and competence to provide lessons to myself and/or my minor child or ward and/or horse. I hereby agree to release, indemnify and hold the Released Parties harmless for any actions of any Trainers hired by me or otherwise engaged to provide lessons to me and/or my minor child or ward.

2. <u>Acknowledgment of Rules and Regulations.</u> I am aware that there are, and that it is my responsibility to know and understand, the rules and regulations governing conduct and activities at the Riding Center facility and upon its grounds. I agree to abide by each of them.

3. <u>Acknowledgment of Equestrian Helmet Policy.</u> I acknowledge that BHPD rules require the wearing of an ASTM/SEI certified equestrian hard hat ("Helmet") for anyone mounted on an equine. BHPD does not provide any Helmet, does not inspect any Helmet or straps for proper fitting, or monitor compliance with this rule now or any time in the future, and I am not relying on BHPD for any of these purposes. The BHPD makes no representation or warranty, expressed or implied, about any Helmet worn and cautions that serious injury may result from equine activities despite wearing a Helmet, as no Helmet can protect against all injuries.</u>

4. <u>Assumption of Responsibility, Waiver of Liability, and Release for Rules, Regulations, and Helmet Policy.</u> I specifically represent, covenant and warrant that if I and/or my minor child or ward violate and/or fail to follow any of the rules or regulations at any time in any way or for any reason, then I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property and/or death that may result and expressly waive and release each of the Released Parties from any claim for such loss, injury and/or death.

5. <u>Agreement of Waiver, Release, Defend, Indemnification, and Hold Harmless for Activity at Facility.</u> I fully understand that this Agreement covers, but is not limited to, all known and unknown inherent risks of equine activities, which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: music, machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movement, and unfamiliar objects, persons, other animals, or other things (ex.: jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, construction material, etc.); (iv) Collisions with other equines or objects; and (v) The potential of another participant to act in a negligent manner that may contribute to injury to me, my

Barrington Hills Park District | PO Box 1393 Barrington, IL 60011 | bhillsparkd.org | Phone/Fax 847-783-6772 | bhpdoffice@comcast.net | Rev. 5/2016
Page 9 of 10

minor child or ward, or others, such as failing to maintain control over the animal, or not acting within his or her ability. I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that I or my minor child or ward may have including any injuries or death to my equine and/or loss of my property, of every nature arising out of or in any way resulting from being upon or the use of the Riding Center facility and grounds, and I assume all risks as set forth in this Agreement. Neither my minor child or ward, nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, initiate, file or bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or for any claim of negligence, gross negligence, or other fault made by others for any injury or loss of any nature arising out of or in any way resulting from being upon or the use of the Riding Center facility and grounds (unless caused by reckless or willful and wanton wrongdoing).

6. <u>Voluntary Execution, Severability, Choice of Law, Limitation, Attorneys' Fees.</u> I execute this Agreement freely and voluntarily and for and on behalf of myself and my minor child and/or ward (if applicable), and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, successors, representatives and assigns, and agree that this Agreement does not expire. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Cook County, Illinois and I hereby submit to the jurisdiction and venue of the Court for such purpose. I agree that any and all claims and/or causes of actions against the Released Parties must be brought within one (1) year of the date accrued, that any claim for personal property loss or damage is limited to \$500.00 (Five Hundred Dollars), and I agree to reimburse Released Parties for any and all attorneys' fees and costs incurred by them in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, me and/or my minor child and/or ward.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT. I UNDERSTAND THAT THE SIGNING OF THIS AGREEMENT IS REQUIRED FOR PARTICIPATION IN ACTIVITIES AT THE BARRINGTON HILLS RIDING CENTER, THAT I HAVE OTHER FACILITIES ELSEWHERE TO CHOOSE FROM, AND I UNDERSTAND, AGREE, AND VOLUNTARILY INTEND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Dated:	, 20
Participant's Signature:	
Emergency Contact Name/Number:	
Minor Child/Ward's Name:	d To Sign On their Own Behalf AND For Anyone Under The Age of 18 Years Minor Child/Ward's Birth Date:
Dated:	, 20
Parent or Legal Guardian's Signature: (Signing on own behalf and on behalf of Mino	or Child/Ward)

Parent or Legal Guardian's Signature: (Signing on own behalf and on behalf of Minor Child/Ward