

**ClintonAnderson**

**HORSEMANSHIP CLINIC**

**INSTRUCTION**

**INNOVATION**

**INSPIRATION**

**INSTRUCTION**

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***\*Please E-Mail or Mail in each Fully Completed page (22 total)  
of this clinic document.***

***sheckman@downunderhorsemanship.com***



# 2020 Ranch Clinic Application

Corporate Office • PO Box 1495 • Farmington, AR 72730  
sheckman@downunderhorsemanship.com • 888-287-7432

OFFICIAL USE ONLY	NWC Verified: _____	
	Date	Type of Charge
	Receipt#	

## APPLICANT INFORMATION: Complete a separate form for each applicant. Limited to 1 horse per clinic.

Name \_\_\_\_\_  
First Last

Address \_\_\_\_\_

City \_\_\_\_\_ Country \_\_\_\_\_ Sex: \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_ ☐ Female

Cell Phone \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ☐ Male  
Month / Day / Year  
(Applicants must be 18 years of age at start of clinic)

E-Mail \_\_\_\_\_

I am a No Worries Club Member: ☐ Yes ☐ No

## Clinic I am Interested in Attending: 50% of Fees are due at Sign up.

Dates:	Course:	Instructor:	Attending:	Price: Regular / NWC	Notes:
Aug 28 - Sep 7	10-Day Colt Starting	Professional Clinician Jeff Davis	<input type="checkbox"/>	\$4000 / \$2000	Must submit a video that shows walking, posting to the trot and cantering on a broke horse with an independent, secure seat.
RV Site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> 30amp <input type="checkbox"/> 50amp			Subtotal =	\$	
RV Site - 3 Day = \$90			RV Site =	\$	
RV Site - 10 Day = \$300			Total =	\$	

Payment you are including: ☐ Deposit ONLY  
☐ PAID IN FULL

## PAYMENT METHOD:

☐ Check Check No. \_\_\_\_\_

☐ Visa ☐ Master Card ☐ American Express ☐ Discover

Cardholder Name \_\_\_\_\_

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ / \_\_\_\_\_ CVV Code \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

Signature \_\_\_\_\_

## HORSE INFORMATION:

\*No Stallions, Mules, or Donkeys Permitted

Name \_\_\_\_\_

Age \_\_\_\_\_

Sex \_\_\_\_\_

Breed \_\_\_\_\_

\* Current Negative Coggins & Valid Health Certificate Required

## IMPORTANT:

All 10-day clinics will have a day off on the 6th day. You'll work 5 full days, receive a day of rest, and then work another 5 full days.

## POLICIES:

**Personal Photos:** Photos are meant to be for your personal use only, not for commercial purposes or public viewing. You are not authorized to publish or display any photos taken of Clinton, Mindy, Diez, the staff, anyone else or anything at the Downunder Horsemanship Ranch without written permission from Downunder Horsemanship and the person (or people) in the photo.

### **ABSOLUTELY NO VIDEO CAMERAS.**

**Other Policies:** No dogs permitted. No Stallions, Mules or Donkeys allowed. Appropriate footwear is required at all times during your clinic. Applicants must be a minimum of 18 years of age.

**Payment Policy:** An approved, completed application with deposit representing 50% of the clinic fees will successfully endorse the participant and reserve their clinic spot. Payment in full will be due no later than 60 days prior to the clinic start date in order to guarantee participant's spot.

**Cancellation Policy:** Downunder Horsemanship reserves the right to cancel a course due to unforeseen circumstances beyond our control. Such decisions will be made at least two weeks before the scheduled course date. If a course is cancelled by Downunder Horsemanship, you will be entitled to a full refund or the option to transfer to another date.

**Transfer Fee:** A fee will be charged for any transfer(s). Transfers to the same year will be allowed if your clinic spot can be filled. If your clinic spot cannot be filled there is no transfer or refund awarded. There are no transfers outside of clinic year. Transfer prior to 60 days: \$250 fee. Transfer 30-60 days before clinic: \$500 fee. Transfer less than 30 days before clinic: \$750 fee.

**Refund Policy:**

- Cancellation 120 days before the clinic: 50% deposit refunded.
- Cancellation 120-60 days before clinic: 25% deposit refunded.
- Cancellation 60 days or fewer before clinic: No refund.

**Spectators:** There will be no spectators allowed at any of the ranch clinics in Stephenville, TX in 2020.

**Helper Policy:** Each clinic participant is permitted to have one helper accompany them throughout the duration of the clinic. Your helper has to be at least 18 years of age, and should be someone who is supportive of your horsemanship needs. They'll act as your personal assistant throughout the clinic helping you groom and tack your horse up, bring you water and offer their support. Choosing a helper you do not know personally and doesn't assist you will only hurt your clinic experience. Please do not abuse this support system.

The same horse and rider combination who sign up for the clinic is the only horse and rider team to participate throughout the duration of the clinic. If you decide to not participate in the clinic, or are unable to complete the clinic, no one else can participate in the clinic with your horse. This rule is in place to ensure that all clinic participants receive the best instruction possible. Those who enter the clinic late will not know all of the same information everyone else in the class has received up to that point.

Your helper may not do groundwork or ride your horse at any time during your time on the ranch.

**I agree to the above policies by initialing here:** \_\_\_\_\_

**Approval Policy:** Acceptance is subject to application review and approval. A full refund will be given if application cannot be accepted. Application, Form and Qualifications Checklist must accompany booking.

**By signing here, I acknowledge and agree to the above policies. I have viewed the video clip of Clinton outlining clinic policies and guidelines** *(This clip is located on the Downunder Horsemanship website on the requirements page).*

**Signature** \_\_\_\_\_

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

## **COLT STARTING CLINIC: VIDEO DUE DATE: JULY 1, 2020**

If you've ever dreamed of starting a colt with the Method, you'll get your chance to receive world-class instruction from Professional Clinician Jeff Davis. He'll help participants take their unstarted young horses from never having been saddled to riding out on the trail and over a challenging obstacle course in 10 days.

### **Rider Requirements:**

Riders must be able to walk, trot and canter confidently with an independent seat and must demonstrate their ability to do so in a video application. There are no restrictions on the horse used for the video application – i.e. you can use your old broke gelding. Besides being confident at all three gaits, participants must be physically fit to train their colt 10 days straight, for 8 plus hours a day, under the Texas sun. If you are not fit and athletic enough to mount a saddled horse without the use of a mounting block we ask that you not enroll in the Colt Starting Clinic. Colt starting is extremely fun, safe, and rewarding when done correctly. However, it can also be very dangerous for anyone not physically fit and athletic. The safety of our participants is our foremost concern. That's why we have this rule in place. It's not to offend anyone, but rather to keep everyone safe. Please keep that in mind.

### **Colt Requirements:**

Colts brought to the clinic must be 2 years old or older and be halter broke – meaning they can be led in and out of the trailer and to the roundpen. Preferably, the colts should not have been saddled or ridden.

**\*\*To qualify to participate in the Colt Starting Clinic you must submit a video (a video stored on a USB device or digital video from sites like YouTube™ or Vimeo™ with a valid link (No VHS, Mini DV or Mini 8 tapes)) of you demonstrating your ability to ride at the walk, trot and canter with a balanced, independent seat on an already trained horse. In the video, you must be posting to the trot and show yourself mounting the horse from the ground. Video submissions will become the property of Downunder Horsemanship and the storage devices will not be returned.**

Video applications should be sent to the Downunder Horsemanship office attention "Clinics" or emailed to sheckman@downunderhorsemanship.com. Applications are being accepted now. All video submissions must be received no later than July 1, 2020.

## Requirements and Checklist

The Colt Starting Clinic will cover the exercises featured on Clinton Anderson's **Colt Starting Series**. You must be able to answer yes to all of the questions below before you can sign up for the Clinic. *Important Note: If you do not meet the clinic requirements, you will be asked to leave the clinic without refund.*

- ☐ I understand that the Professional Clinician Jeff Davis will teach the clinic.
- ☐ We recommend all horses participating in clinics to be shod due to the amount of time riding and different types of terrain.

### My Personal Details:

- ☐ I am at least 18 years old.
- ☐ I understand that this is a physically demanding clinic. I am healthy and able to participate in the clinic.
- ☐ I will be responsible for the health, care, cleaning stalls and feeding of my horse throughout the entire clinic.

*A Downunder Horsemanship clinic is a physically demanding experience that will require you to be outside on your feet 8-plus hours a day doing strenuous activity such as walking and running across the arena, rotating your arms in hundreds of circles, crouching forward, maintaining your balance in the saddle, etc. It's a full day of work followed by taking care of your horse (grooming, saddling, unsaddling, feeding, cleaning his stall, etc.). If you have a bad back, weak knees or any sort of medical condition that will prevent you from keeping up with the demands of the clinic, it would be best to schedule a private lesson with a Clinton Anderson Professional Clinician or Method Ambassador who can cater to your needs.*

## Requirements and Checklist

### My Horse's Ability:

- ☐ I am participating with a horse, not a donkey or a mule.
- ☐ My horse is a mare or gelding.
- ☐ My horse is not a stallion.
- ☐ My horse is reasonably manageable, both on the ground and under saddle.
- ☐ I understand that the clinician will not be able to spend extra time with my horse to the point of disrupting the rest of the class.

Keep in mind that there are 29 other participants in the clinic who are there to learn and advance their knowledge of the Method. The clinician cannot stop the clinic to give one person who is afraid to canter a private lesson. While there are assistants at each clinic to help him assist everyone, the clinician's job is to spend his time as evenly as possible between 30 participants and help everyone.

### Required Documentation:

- ☐ I agree to bring with me a **photocopy** of my horse's current negative **Coggins test**. This copy will be retained by Downunder Horsemanship permanently.
  - ☐ I agree to bring with me a **photocopy** of my horse's current **Health Certificate**. This copy will be retained by Downunder Horsemanship permanently.
- Important Note: There will not be a photocopier at the clinic. Please have your horse's documentation copied prior to the clinic.*

### Required Equipment: I understand that I need to bring the following equipment in order to participate in the clinic.

- ☐ Riding boots. Proper riding boots with a heel are required. No flip flops, tennis shoes or footwear other than approved riding boots will be allowed in the arena.
- ☐ Downunder Horsemanship Rope Halter and 14' Lead rope.
- ☐ Handy Stick and String.
- ☐ Hackamore and a Bridle with Snaffle Bit and chin strap (Mecate reins or loop reins with a spanker are highly recommended). NO SHANK BITS.
- ☐ Well-fitting saddle and saddle pad with correctly sized girth.
- ☐ Extra girth in a smaller size in case your horse loses weight over the duration of the clinic.  
Most horses shed a few pounds throughout the clinic, so be sure to bring an extra girth that is 2 to 4 inches shorter than your original girth. That way you're prepared and can still participate in the clinic.

- 
- ☐ By checking here, I certify that I have read the requirements and information presented to me by Downunder Horsemanship.

**Refund Policy:** • Cancellation 120 days before the clinic: 50% deposit refunded.  
• Cancellation 120-60 days before clinic: 25% deposit refunded less \$250 administration fee.  
• Cancellation 60 days or fewer before clinic: No refund.

**I understand that falsification of any information may result in my expulsion from the clinic without a refund.**

**Signature**



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## Medical History and Emergency Contact

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

☐ Female ☐ Male

Clinic Helper Name: \_\_\_\_\_ Contact # \_\_\_\_\_

☐ Female ☐ Male

### Whom to Contact in Case of Emergency

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**Do you have or have you had any of the following in the last 12 months?(If yes please explain)**

	Yes	No		Yes	No
Anemia	<input type="checkbox"/>	<input type="checkbox"/>	Hypoglycemia	<input type="checkbox"/>	<input type="checkbox"/>
Asthma	<input type="checkbox"/>	<input type="checkbox"/>	Impaired Hearing	<input type="checkbox"/>	<input type="checkbox"/>
Blood Clots	<input type="checkbox"/>	<input type="checkbox"/>	Impaired Vision	<input type="checkbox"/>	<input type="checkbox"/>
Convulsions	<input type="checkbox"/>	<input type="checkbox"/>	Infectious Disease	<input type="checkbox"/>	<input type="checkbox"/>
Depression	<input type="checkbox"/>	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>	<input type="checkbox"/>
Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	Muscle/Joint Disorders	<input type="checkbox"/>	<input type="checkbox"/>
Emphysema	<input type="checkbox"/>	<input type="checkbox"/>	Neck/Back Injuries	<input type="checkbox"/>	<input type="checkbox"/>
Epilepsy	<input type="checkbox"/>	<input type="checkbox"/>	Need Special Equipment	<input type="checkbox"/>	<input type="checkbox"/>
Fainting	<input type="checkbox"/>	<input type="checkbox"/>	Pregnancy (currently)	<input type="checkbox"/>	<input type="checkbox"/>
Head Injury	<input type="checkbox"/>	<input type="checkbox"/>	Severe Pain	<input type="checkbox"/>	<input type="checkbox"/>
Skin Disorders	<input type="checkbox"/>	<input type="checkbox"/>	Heart/Cardiac Condition	<input type="checkbox"/>	<input type="checkbox"/>
Surgeries	<input type="checkbox"/>	<input type="checkbox"/>	High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>
Unconsciousness	<input type="checkbox"/>	<input type="checkbox"/>			

Current Medications: \_\_\_\_\_

☐ I acknowledge the clinics will be physically demanding and I am able to participate.

Signature \_\_\_\_\_

Date \_\_\_\_\_





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## Waiver, Release Of Liability, And Indemnity Agreement – Texas Read Carefully Before Signing

I agree to the following agreement with Clinton Anderson Downunder Horsemanship, Inc., a Texas corporation, d/b/a Downunder Horsemanship (referred to in this document as “Clinician”) as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, mecate reins, bits, and handy sticks, or other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as “The Activities.”)

Name of Contracting Party: \_\_\_\_\_  
Addresses of Contracting Parties: \_\_\_\_\_  
Phone: [Home] \_\_\_\_\_ [Business] \_\_\_\_\_ [Cell] \_\_\_\_\_

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ Age: \_\_\_\_\_ 2. \_\_\_\_\_ Age: \_\_\_\_\_  
Child's Date of Birth: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves “I,” “me,” or “my” throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding at all times, now and in the future, when Clinician or his staff permit me (directly or indirectly) to engage in any or all of The Activities at any location.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have voluntarily requested to engage in any or all of The Activities.

2. *Consideration/Binding Effect.* I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when Clinician permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. *Risks of Equine Activities.* I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as “equines” in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or even being near an equine can expose me to numerous hazards, which could include, for example: (a) the propensity of an equine to behave in ways that may result in personal injury or death to a person on or around it; (b) the unpredictability of an equine's reaction to a sound, sudden movement, or an unfamiliar object, person, or other animal; (c) certain land conditions and hazards, including surface or subsurface conditions; (d) a collision with another equine, animal, or object; and/or (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or not acting within the participant's ability.

I understand that these risks and dangers inherent in equine/farm animal activities can occur with or without negligence on part of Clinician, and I expressly agree to assume them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned here. I am not relying on Clinician to list all possible equine-related risks for me in this document or at any time, now or in the future.

### WARNING

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.**

## Waiver, Release Of Liability, And Indemnity Agreement – Texas (continued)

4. **WAIVER AND LIABILITY RELEASE/RECOGNITION OF RISKS.** As lawful consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I or my minor children/legal wards may sustain at any time when engaging in The Activities or while participating of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, hold harmless, and agree not to sue Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct). *It is my intention to release and hold harmless Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, to the fullest extent allowed under Texas law.*

**WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Clinician or of others associated with Clinician. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

5. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Clinton Anderson Downunder Horsemanship, Inc., Clinton Anderson Downunder Horsemanship, L.L.C., Clinton Anderson, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claim, loss, action or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with Clinician. ["Third persons" are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Clinician's reasonable attorney fees.

6. **Helmets/Safety.** I agree to be responsible for my own safety. Wearing a helmet is my choice; Clinician has advised me that I should consider purchasing and wearing properly fitted and secured ASTM-standard (F 1163)/SEI-certified protective equestrian headgear when riding, handling, or when near equines. I am NOT relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTMstandard/SEI-certified equestrian helmet and headgear, or if I choose not to, this is my decision alone.

7. **Emergencies.** Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Cell Phone No.: \_\_\_\_\_ Pager No.: \_\_\_\_\_

## Waiver, Release Of Liability, And Indemnity Agreement – Texas (continued)

8. *Health and Physical Conditions.* Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are exercise. I understand that Clinician recommends that I seek the advice of a physician before participating in any of the Activities. Also, I want Clinician to be aware of the following physical conditions I have that may affect my ability to ride an equine, handle an equine, be near an equine, and/or attend or participate in a clinic, program, or educational event:

9. *Use of Photographs or Videotapes.* By my signature below, I also irrevocably grant full permission for Clinician or others affiliated with and authorized by Clinician, to use and publish any photographs, videotapes, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

10. *Independent Trainers/Clinicians/Instructors.* I am aware that independent trainers, clinicians, and/or instructors may occasionally do business near, or at the same time as, Clinician, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Clinician.

11. This Waiver, Release of Liability, and Indemnity Agreement is governed by Texas law and is intended to be as broad and inclusive as Texas law permits. This document can only be modified in writing and signed by me and Clinician. Should any clause conflict with Texas law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now or in the future. Should I breach this Waiver, Release of Liability and Indemnity Agreement (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Clinician and/or persons directly affiliated with Clinician. It is also mutually agreed that any disputes arising under this Waiver, Release of Liability, and Indemnity Agreement, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Erath County, Texas, where Clinician resides and transacts business, and I agree that this is a convenient location.

12. Also, I represent that (check each box below):

- ☐ I am at or over 18 years of age;
- ☐ I am of sound mind, and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;
- ☐ I have read this entire waiver, agreement and release of liability (all three pages), and I fully understand it;
- ☐ I am aware that this document is legally binding and that by signing it I am giving up legal rights and/or remedies;
- ☐ I intend for this waiver, agreement and release of liability to be valid and binding today and at all times in the future; and the information I have provided in this waiver, agreement and release of liability is true and accurate.

Signature Of Contracting Party: \_\_\_\_\_ Date: \_\_\_\_\_

Signature - Clinician  
(Or Clinician's Authorized Representative): \_\_\_\_\_

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

### WARNING

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.**



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## Safety Helmet/Protective Headgear Statement – Texas

PRINT NAME OF CLINIC PARTICIPANT: \_\_\_\_\_

ADDRESS OF CLINIC PARTICIPANT: \_\_\_\_\_

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Clinton Anderson Downunder Horsemanship, Inc., a Texas corporation, d/b/a Downunder Horsemanship (hereafter, "Clinician") that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use by equestrians when riding or near horses or ponies in order to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences. I am not relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet or headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time – *now or in the future*. **If I choose to wear an ASTM-standard/SEI-certified helmet and headgear, or if I choose not to, this is my decision alone.**

**I HAVE READ THIS STATEMENT CAREFULLY BEFORE SIGNING.**

SIGNATURE: \_\_\_\_\_

CLINIC PARTICIPANT: \_\_\_\_\_

DATE: \_\_\_\_\_

### WARNING

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.**



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## Release for the use of Photo, Name, and/or Story

I consent to the use of my picture, videotaped image or likeness and/or name and any related narrative by Downunder Horsemanship in any news story, publication, video, training material or advertising of any kind or in any manner in which Downunder Horsemanship may decide to use it.

I am 18 years of age or older and am competent to sign in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

---

Signature

---

Date

---

Printed Name

---

Date

## General Information

### **Clinic Check-In:**

Clinic Check-in will occur the day before the clinic start date from **Noon to 4PM** in the arena office at the end of the clinic driveway. Please have copies of your current coggins and Health Certificate for your horse; Downunder Horsemanship will permanently keep these copies for their records. You will be directed to the clinic horse runs, RV, and trailer parking. Stall and RV space assignments will be given out during clinic check-in.

### **Basic Schedule:**

**Clinic format could change without notice.**

#### **Morning Session:**

9:00 AM - 10:30 AM	Classroom
10:30 AM - 12:30 PM	Groundwork

**Lunch: 12:30-2:30**

#### **Afternoon Session:**

2:30 PM - 5:00 PM	Riding
-------------------	--------

### **Clinicians will be available daily from 8-9AM and from 5-6PM for additional instruction.**

This is extra time for you to get help if you feel like you're falling behind, need more specific help with a certain exercise or would like more critiquing. We want to ensure that you get as much time as you need to succeed and that your clinic experience is above and beyond what you expect.

### **Other Important Information:**

- No hand guns or firearms of any kind are allowed on the Downunder Horsemanship Ranch.
- No shavings are allowed (horses are bedded on sand).
- Grain and hay will not be available or provided by Downunder Horsemanship (Available for purchase locally at feed stores in Stephenville).
- You will receive an e-mail 10 Days before the start date of your clinic containing the clinic gate code.
- **Gaited Horse** - Your gaited horse will be required to canter during the clinic.
- **Pets** - No dogs or other pets are allowed at the ranch.
- **Videotaping** - We have a strict policy against videotaping at the ranch. This includes cell phones. If you are found videotaping anything on Downunder Horsemanship property, your phone/camera will be confiscated and you will be asked to leave the ranch.
- **Smoking** - The Downunder Horsemanship Ranch is a smoke-free facility. If you are found to be smoking, you will be asked to leave.
- **Spectators** - No spectator tickets will be sold. Each participant is allowed one helper (18 years or older) who will be admitted free of charge to the clinic.
- The same horse and rider combination are required throughout the duration of the clinic - No Exceptions.
- **Trucks and trailers are only allowed down at the runs during loading and unloading.**  
**Please help us maintain our roads.**



## Ranch Directions

### Ranch Address:

13635 FM 3025  
Stephenville, TX.

The ranch's physical address may not work properly with GPS Navigation and will not guide you there. It is best to use the coordinates below or enter the nearest intersection depending upon the route of travel.

### GPS LOCATION:

N 32° 17' 13.155" W 98° 16' 6373"

N 32° 17.219251' W 98° 16.877289'

32.286989° -98.281288°

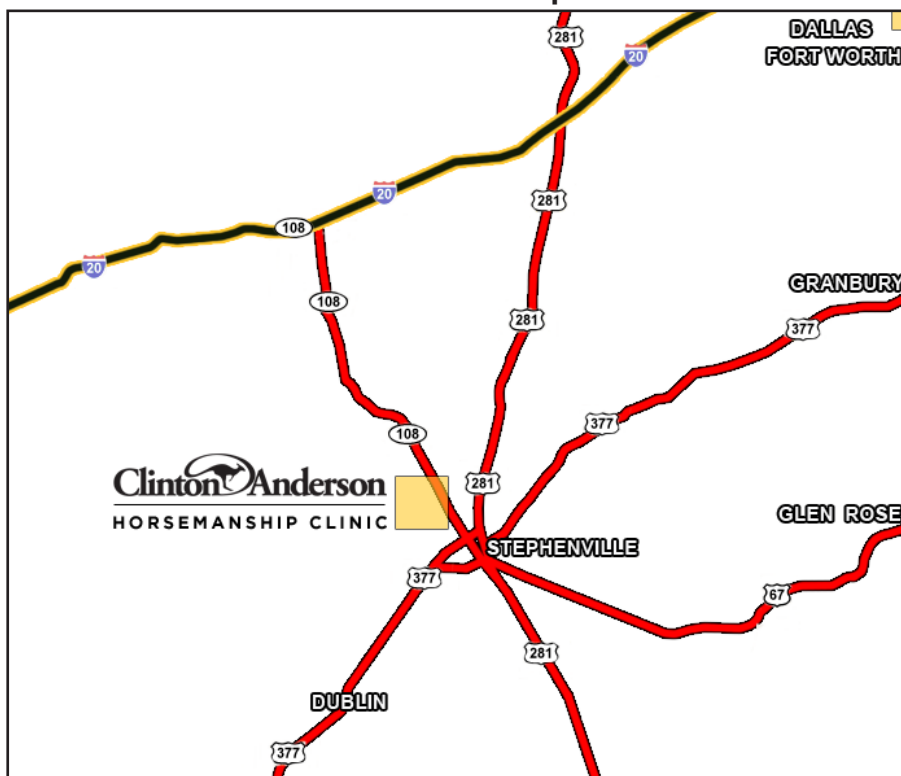
### Directions From I20:

- From **I20** take *Exit 386* (Stephenville)
- Take **281 South**
- 20 miles
- Turn right on **FM 3025** –  
a great landmark is the 4 rail cedar post fence on your left.
- Take **FM 3025** 4 Miles to the intersection of **108** at blinking yellow light continue straight through.
- Cross **108**, continuing 2 miles on **3025** to the Ranch entrance.
- Ranch entrance is on the left.

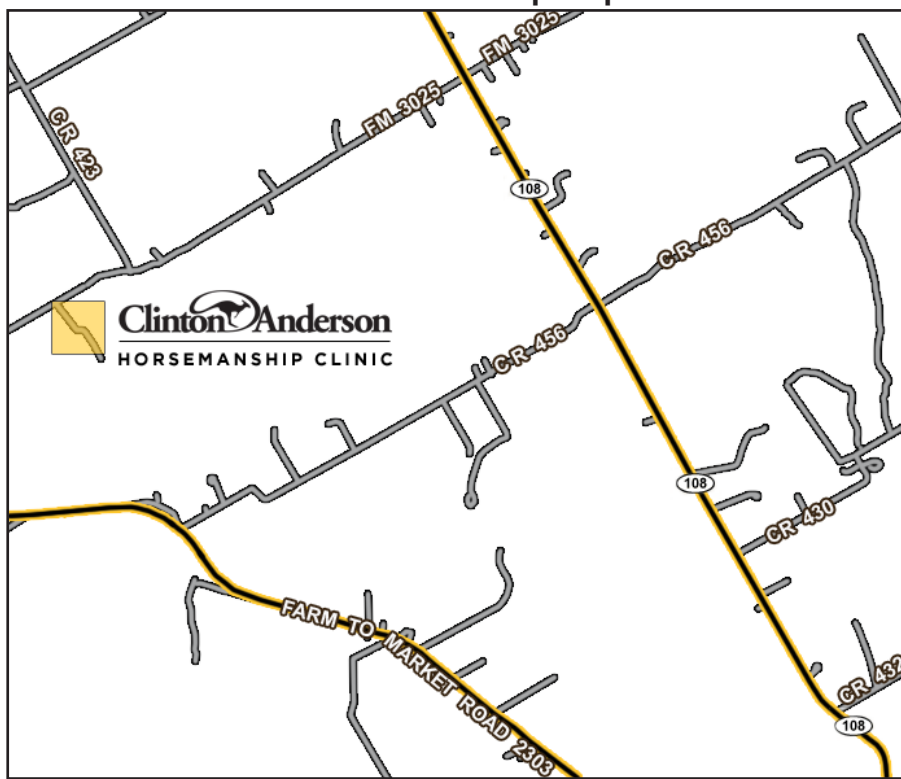
### Direction From I35:

- From **I35 W N** take *Exit 26A* (Cleburne, **US 67**, Dallas)
- Turn onto **US 67** heading South West
- About 70 miles from **67 S** Look for **HWY 281**.
- Bear right onto **281** and follow through Stephenville.
- Take **281 North** approximately 6 miles to **FM 3025** on your LEFT.
- Take **FM 3025** 4 Miles to the intersection of **108** at blinking yellow light, continue straight through.
- Cross **108**, continuing 2 miles on **3025** to the Ranch entrance.
- Ranch entrance is on the left.

### Overview Map



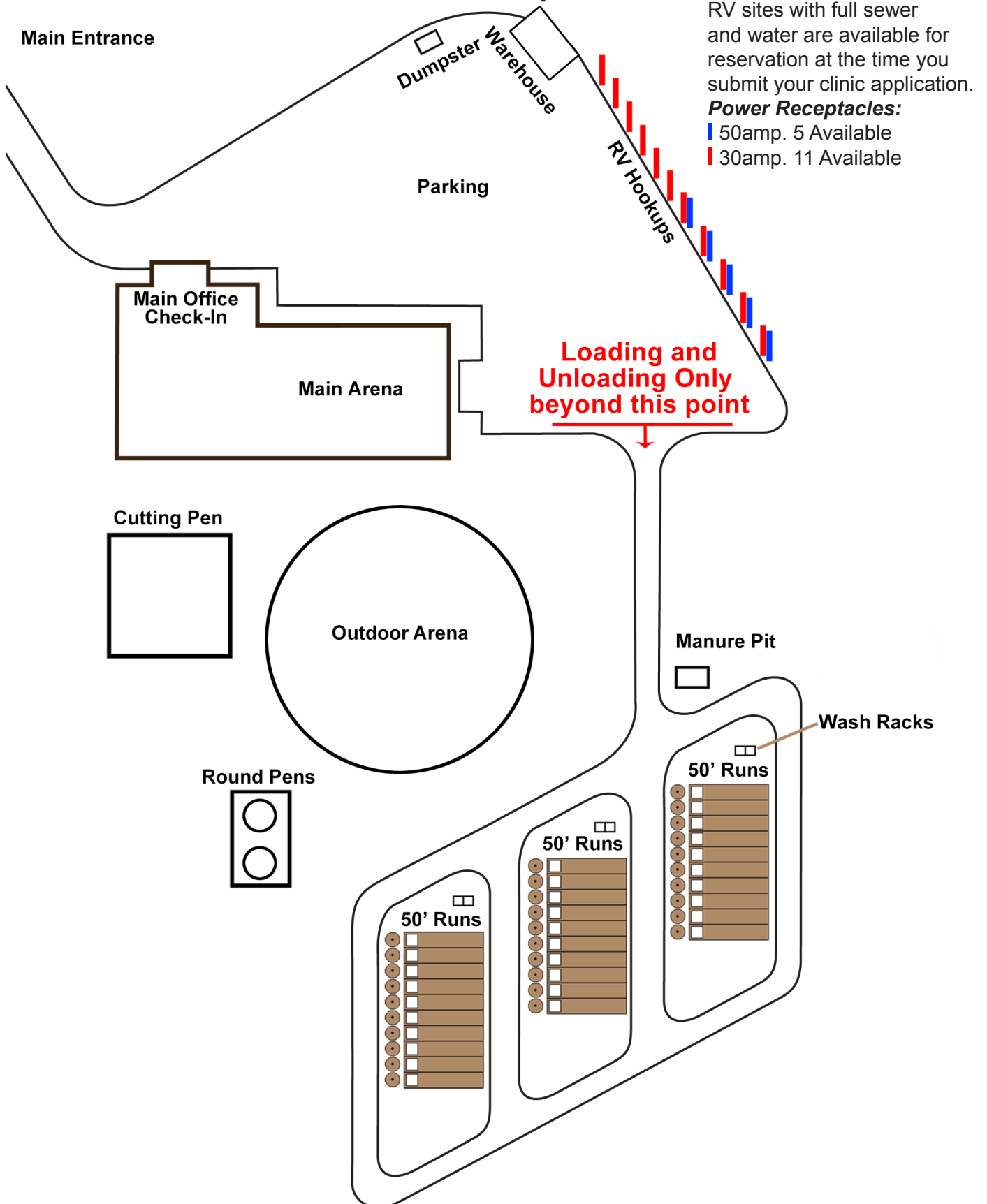
### Ranch Close-up Map



# 2020 Ranch Clinic Application

Corporate Office • PO Box 1495 • Farmington, AR 72730  
sheckman@downunderhorsemanship.com • 888-287-7432

## Ranch Map





## Around Stephenville

Check out the Stephenville Chamber of Commerce's Website at [www.StephenvilleTexas.org](http://www.StephenvilleTexas.org) for more local information and maps.

### Area Hotels:

 • **Holiday Inn Express & Suites**  
121 Lockhart St - 254-965-8899

 • **La Quinta Inn and Suites**  
105 S Christy Plaza - 254-918-2444

 • **Hampton Inn & Suites**  
910 S. Harbin Dr. - 254-918-5400


### VET:


 • **Brazos Valley Equine Hospital**  
20069 N US HWY 281 - 254-968-7898

### Feed Stores:


 • **Coopers Country Store**  
861 S. Graham  
254-968-5633

 • **Taylor Feed**  
220 W Lingleville Rd  
254-968-4455

 • **Rockin' R Ranch Supply**  
2798 W. Washington St.  
254-965-0950


 • **Tractor Supply Company**  
2900 W Washington  
254-965-8900

### Need to arrive early?

 • **Hoof Prints Ranch RV  
Park and Horse Motel**  
1495 S US Hwy 281  
254-968-4393

 • **Lazy Days Cabins**  
1912 S. State HWY 108  
254-965-5843

### Laundromat:

 • **Speed Wash Laundry**  
160 E HWY 8  
254-968-5848

### Farrier:


• **Dale Lyons**  
254-965-7523

**Locksmith:**  
• **Jason Glich**  
254-485-4282

### Restaurants: – Some recommended places to eat!

 • **The Agave Bar and Grill**  
1907 E Washington St - 254-968-5222

 • **Bull Nettle Bar & Grill**  
1755 W South Loop - 254-918-0106

 • **Hard Eight Barbeque** (A personal favorite of Clinton's)  
1091 Glen Rose Rd - 254-968-5552

 • **Cotton Patch Cafe**  
2860 W Washington St - 254-965-5255

 • **Jalisco Restaurant**  
865 W Washington St - 254-965-2655

### Hospital:

 • **Harris Methodist Hospital**  
411 N Graham St - 254-965-1500

### Popular Locations:

 • **Walmart, HEB, Chilis, Subway, & more fast food**

 • **Movie Theatre, CiCi's Pizza Buffet, Golden China**



## Clinic Success Tips

Take advantage of the success tips listed below to ensure that you and your horse have the best possible clinic experience learning the Method.

- You will spend hours desensitizing your horse to the Handy Stick and string throughout the clinic. Before you arrive, practice spanking the ground 100 times with each arm every day for 3 weeks prior to the clinic.
- Practice riding a broke horse on a loose rein at the walk, trot and canter every day for 30 days before coming to the clinic.
- Be honest with yourself and your riding ability. A Downunder Horsemanship Clinic is not for a beginner rider. Even Fundamentals Level Clinics are not designed for those brand new to horses, learning how to ride. If you're a beginner, contact one of Clinton's Professional Clinicians or Method Ambassadors for private lessons or find a lesson barn in your area.

Remember, the more prepared you and your horse are, the more progress you'll experience.

## JRD HORSEMANSHIP

### WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT – Texas

#### READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with JRD Horsemanship, LLC. Jeff Davis (referred to in this document as "Clinician") as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, mecate reins, bits, and handy sticks, or other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

NAME OF CONTRACTING PARTY: \_\_\_\_\_

ADDRESS OF CONTRACTING PARTIES: \_\_\_\_\_

PHONE: (HOME) \_\_\_\_\_ (BUSINESS) \_\_\_\_\_ (CELL) \_\_\_\_\_

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ CHILD'S DATE OF BIRTH: \_\_\_\_\_

2. \_\_\_\_\_ AGE: \_\_\_\_\_ CHILD'S DATE OF BIRTH: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding at all times, now and in the future, when Clinician or his staff permit me (directly or indirectly) to engage in any or all of The Activities at any location.

#### IT IS HEREBY AGREED AS FOLLOWS:

1. I have voluntarily requested to engage in any or all of The Activities.
2. Consideration/Binding Effect. I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when Clinician permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. Risks of Equine Activities. I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or even being near an equine can expose me to numerous hazards, which could include, for example: (a) the propensity of an equine to behave in ways that may result in personal injury or death to a person on or around it; (b) the unpredictability of an equine's reaction to a sound, sudden movement, or an unfamiliar object, person, or other animal; (c) certain land conditions and hazards, including surface or subsurface conditions; (d) a collision with another equine, animal, or object; and/or (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or not acting within the participant's ability. **I understand that these risks and dangers inherent in equine/farm animal activities can occur with or without negligence on part of Clinician, and I expressly agree to assume them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned here. I am not relying on Clinician to list all possible equine-related risks for me in this document or at any time, now or in the future.**

#### **WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.**

**4. WAIVER AND LIABILITY RELEASE/RECOGNITION OF RISKS.** As lawful consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I or my minor children/legal wards may sustain at any time when engaging in The Activities or while participating of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, hold harmless, and agree not to sue JRD Horsemanship, LLC, Jeff Davis, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of any provision of the Texas Equine Activity Liability Act (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct). It is my intention to release and hold harmless JRD Horsemanship, LLC, Jeff Davis, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, to the fullest extent allowed under Texas law.

**WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge JRD Horsemanship, LLC, Jeff Davis, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Clinician or of others associated with Clinician. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

5. INDEMNIFICATION. I also agree to indemnify and hold harmless JRD Horsemanship, LLC, Jeff Davis, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claim, loss, action or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with Clinician. ["Third persons" are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Clinician's reasonable attorney fees.

6. Helmets/Safety. I agree to be responsible for my own safety. Wearing a helmet is my choice; Clinician has advised me that I should consider purchasing and wearing properly fitted and secured ASTM-standard (F 1163)/SEI-certified protective equestrian headgear when riding, handling, or when near equines. **I am NOT relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM- standard/SEI-certified equestrian helmet and headgear, or if I choose not to, this is my decision alone.**

7. Emergencies. Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_ Pager: \_\_\_\_\_

8. Health and Physical Conditions. Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are exercise. I understand that Clinician recommends that I seek the advice of a physician before participating in any of the Activities. Also, I want Clinician to be aware of the following physical conditions I have that may affect my ability to ride an equine, handle an equine, be near an equine, and/or attend or participate in a clinic, program, or educational event: \_\_\_\_\_

9. *Use of Photographs or Videotapes.* By my signature below, I also irrevocably grant full permission for Clinician or others affiliated with and authorized by Clinician, to use and publish any photographs, videotapes, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

10. *Independent Trainers/Clinicians/Instructors.* I am aware that independent trainers, clinicians, and/or instructors may occasionally do business near, or at the same time as, Clinician, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Clinician.

11. This Waiver, Release of Liability, and Indemnity Agreement is governed by Texas law and is intended to be as broad and inclusive as Texas law permits. This document can only be modified in writing and signed by me and Jeff Davis. Should any clause conflict with Texas law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now or in the future. Should I breach this Waiver, Release of Liability and Indemnity Agreement (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Clinician and/or persons directly affiliated with Clinician. It is also mutually agreed that any disputes arising under this Waiver, Release of Liability, and Indemnity Agreement, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in

or nearest to Erath County, Texas, where Clinician resides and transacts business, and I agree that this is a convenient location.

**12. ALSO, I REPRESENT THAT:**

- **I AM AT OR OVER 18 YEARS OF AGE;**
- **I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND RELEASE OF LIABILITY (ALL PAGES), AND I FULLY UNDERSTAND IT;**
- **I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES;**
- **I INTEND FOR THIS WAIVER, AGREEMENT AND RELEASE OF LIABILITY TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- **THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND RELEASE OF LIABILITY IS TRUE AND ACCURATE.**

Signature of Contracting Party: \_\_\_\_\_

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

Signature- Clinician: \_\_\_\_\_

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

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.**