

# **HUNTERS VALLEY RIDING CLUB (HVRC)**

## **INSTRUCTOR RULES & REGULATIONS AND PROCESS FOR BECOMING AN APPROVED INSTRUCTOR**

NOTICE: HVRC designation of any instructor does not mean that HVRC has certified or otherwise attested to the adequacy or quality of an instructor's teaching qualifications or skills. HVRC IS NOT IN A POSITION TO JUDGE TEACHING QUALITY OR INSTRUCTOR QUALIFICATIONS AND TAKES NO POSITION ON THE SKILL OR COMPETENCE OF ANY INSTRUCTOR.

The term HVA "property" shall include the jumping ring, and adjoining property, available to the HVRC via easement that is located at 10856 Flowerstone Street in Oakton, VA, and the dressage ring and adjoining property that is located at 10514 Hunters Valley Road in Vienna, VA. The property identified above is private property and the use of HVA property by designated instructors is permitted as a service to members and thus is a privilege and not a right.

### **Rules and Regulations for an Approved Instructor:**

The following rules apply to any riding instructor using HVA property.

1. No person may provide any riding instruction or lessons on HVA property unless he or she is an HVRC designated instructor in good standing. An instructor for purposes of these rules is defined at the discretion of the HVRC/HVA to include, but not limited to anyone who is teaching or providing assistance to a non-family member and receiving payment or payment in-kind.. An instructor will be considered in good standing provided that they abide by the rules, have insurance to cover HVRC/HVA and landowner of 10856 Flowerstone Street, and have no valid complaints filed against them. An instructor in good standing may automatically be designated to instruct on an annual basis by providing updated insurance documentation.
2. Each instructor who provides riding lessons or instruction on HVA property must be designated by the HVRC/HVA in advance and (i) agree to abide by these Rules and Regulations by signing below; (ii) sign an instructor/participant waiver; and, (iii) continue to abide by all HVRC/HVA Rules. an approved
3. Only HVRC members in good standing (i.e. paid membership and signed waivers) may receive riding lessons or instruction on HVA property. It shall be the obligation of the instructor to assure that all of his or her riding students are members in good standing of HVRC prior to providing any instruction on HVA property. Upon request, the HVRC will provide a list of HVRC members. The instructor shall inform each of his or her students and the parent/guardian of any minor student that riding is an inherently dangerous activity and that HVRC/HVA shall not be liable or responsible for any injury, loss or damage that occurs on HVA property.
4. From time to time the HVRC may grant, in its sole discretion, limited exceptions to these Rules and Regulations for approved instructors to provide group lessons, riding clinics and/or to conduct other special or one-time events, in which non-members may be invited to ride on HVA property. Requests must be made in advance to the HVRC Board of Directors. Approvals will be subject to any requirements or limitations established by the Board. At a minimum, participants will be required to sign waivers.
5. All instructors must be courteous to and respectful of other riders and other designated instructors using HVA property. This shall include, but is not limited to, offering to divide the ring so as not to interfere with other members or designated instructors, who may also be using the ring.
6. Neither HVRC nor HVA shall be responsible for any injury, damage or loss of any kind occurring on HVA property. As a specific condition for the right to use HVA property, the instructor agrees to defend HVRC/HVA from any damages or financial loss of any kind arising from the instructor's activities on HVA property. The HVRC/HVA must be notified immediately if an instructor learns that he or she has been sued or is threatened with suit due to any accident or incident that arose from or occurred on HVA property.
7. An instructor shall inform each of his or her students, and inform the parent/guardian of any minor student, that riding is an inherently dangerous activity and that HVRC/HVA shall not be liable or responsible for any injury, loss or damage that occurs on HVA property. Instructors shall also be responsible for assuring that all students using HVA property have signed an HVRC waiver.
8. Instructors must provide HVRC with proof of insurance and, once they become an approved instructor, they must add to their insurance policies as "additional insured parties" the Hunters Valley Association and the landowner of 10856

Flowerstone Street (i.e. riding ring easement) or request to be added to the Hunters Valley Association insurance policy and pay the current additional cost of such coverage. The instructor shall provide a certificate of insurance to HVRC.

a. Because of the additional risk imposed by students using tack and riding horses owned by or leased from the instructor, these instructors will provide HVRC with proof of insurance with at least a \$1,000,000 liability limit for each occurrence.

b. All other instructors who have instructor insurance, but who do not provide horses and/or tack as described above are to provide HVRC with proof of insurance with at least a \$500,000 liability limit for each occurrence.

c. If an instructor cannot obtain insurance for any reason, that instructor may apply for insurance under the HVRC/HVA policy. The HVRC/HVA will attempt at its sole discretion to obtain coverage under its policies as long as the instructor is willing to pay for any increase in annual premium to the HVA/HVRC. If the instructor is unable to obtain insurance, they will not be permitted to instruct on HVA/HVRC property. (Currently the cost to add an instructor to the HVRC insurance policy is \$158 per year. This insurance will only cover the instructor while he or she is teaching on HVA property.)

Note: The instructor is responsible for keeping his or her insurance policy current and must notify the HVRC/HVA immediately (within 24 hours) if their policy is terminated or canceled for any reason or has removed HVA from their policy. In addition, the instructor must immediately suspend all lessons until the insurance is reinstated.

9. The HVRC Board of Directors may suspend or terminate an instructor's status as an approved instructor for any reason and at its sole discretion without any liability to the HVA or HVRC or their Boards of Directors or members.

10. The HVRC/HVA Board has the right to review any filed complaint or threatened legal action against any instructor and to participate in such suit if liability to HVRC or HVA is threatened, subject to the instructor's duty to indemnify HVRC/HVA for this participation.

11. The instructor must sign the attached waiver, which among other things states that the instructor waives all rights to bring or maintain a legal action against HVRC, HVA and/or individuals on the HVRC or HVA Board of Directors, its members, or the landowners that have provided easements for any and all damages, including economic damages and loss of income, if his or her instructor's privileges or membership is suspended or terminated. Additionally, The HVRC/HVA shall be entitled to recover all costs, including all legal fees, if any instructor attempts to bring a legal action prohibited by these Rules and Regulations and Waiver.

By signing this Agreement, you acknowledge that you fully understand and agree to abide by all of the terms and conditions contained in it.

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Print Name of instructor (and name of Parent if minor instructors)

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Signature of instructor (or Parent of minor instructors)

Date

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Signature of HVRC Representative

Date

## **Process to become an approved instructor of HVRC:**

1. A member submits a request to the HVRC Board of Directors or HVRC President asking that the instructor be designated. An instructor who is not a member may not submit a request on his/her own behalf
2. The instructor may be asked to meet with the Board and must provide proof of instructor insurance, before he/she is fully approved as an approved instructor. The instructor is responsible for notifying the HVA/HVRC of any changes in his/her insurance policy that may have a negative impact on the HVA/HVRC and must suspend all instruction until this has been remedied
3. The instructor signs a HVRC Instructor Rules document acknowledging that a copy of the HVRC rules have been provided and that these rules are agreed to and will be followed. The HVRC will be responsible for notifying instructors of any changes or updates to the rules and obtaining signatures if required.
4. The instructor also signs an Instructor and Participant Liability Waiver (Attachment A) that acknowledges they recognize there are risks inherent in riding and agree to not hold the HVA and HVRC Boards responsible for any injury or loss, including lost wages or economic damages if the instructor's privileges to ride or instruct on HVA property are suspended or terminated for any reason. By signing this agreement, the instructor waives his or her right to take any legal action against HVRC/HVA, its members or individuals on the Board of Directors of the HVRC or HVA. It is up to the HVRC member to ensure that his or her instructor is an approved HVRC instructor prior to taking lessons.. Failure to adhere to these Rules and Regulations can result in suspension or termination of the instructor's privilege to use or teach lessons on HVA property and the instructor will be considered trespassing. HVRC/HVA is not responsible for any lost income or other financial loss to the instructor due to any suspension or revocation of the instructor's approval status and loss of use of the HVA property.

**HUNTERS VALLEY RIDING CLUB**  
**WAIVER, NOTICE AND ASSUMPTION OF RISK BY AN INSTRUCTOR/PARTICIPANT**  
**And AGREEMENT NOT TO BRING ANY ACTION AGAINST SPONSOR**

1. HVA Equine Activity Sponsors (hereafter Sponsor) means:
  - a. Hunters Valley Association, Inc., a Virginia corporation
  - b. Hunters Valley Riding Club, a club of the Hunters Valley Association, Inc.
  - c. Property owners in the area known as Hunters Valley who voluntarily or by easement permit members of the Hunters Valley Riding Club to ride on trails passing over their property.
  - d. Owners of the land on which the jumping ring is located, namely 10856 Flowerstone Street, Oakton, VA.
  
2. Participant is anyone who is engaging in an activity with equines. An Instructor is also a Participant but is also anyone who is teaching or providing assistance to other participants, and receiving payment or payment in-kind. A student is an individual receiving assistance from an instructor.
  
3. This waiver bars claims or recovery for injury, loss, damage, or death of a person resulting from the Intrinsic Dangers of Equine Activities, as well as any loss of income or other damages due to the enforcement of Sponsor's policies
  
4. The Intrinsic Dangers of Equine Activities are defined as those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.
  
5. The undersigned Participant/Instructor, or parent or guardian of the Participant/Instructor, may not maintain an action against or recover from the Sponsor for an injury to or the death of a Participant/Instructor engaged in an Equine Activity. The Participant/Instructor expressly waives these rights and assumes all risks of engaging in Equine Activities. The Instructor must advise their students as to the dangers inherent in equine activity. Furthermore the instructor will be responsible for any action brought by their student Participant against the Sponsor
  
6. The Sponsor does not attest to the quality of any instructor. The HVRC instructor list only indicates that the instructor has agreed to abide by the Sponsor's rules. The undersigned agrees that they will abide by all rules established by the Sponsor and furthermore agrees not to maintain an action against the Sponsor for loss of income or any other damages related to their instruction or equine activity.
  
7. All capitalized terms in this waiver not specifically defined herein shall have the meaning given under the Virginia Equine Liability Act set forth in Sections 3.1-796.130 through 133 of the Code of Virginia.
  
8. This waiver shall remain valid unless expressly revoked in writing by the Participant/Instructor or parent or guardian of a minor participant/instructor, which is personally delivered to both the President of the Hunters Valley Riding Club and the Hunters Valley Association, Inc. Upon revocation/ the Participant/Instructor's rights to instruct or use the riding facilities and trails of the Sponsor is automatically terminated.
  
9. No Participant/Instructor will invite or grant permission to any person who is not a member of the Hunter's Valley Riding Club to use any of the riding facilities of the club except in accordance with the written rules of the club concerning nonmembers, and only after the Participant waiver has been fully executed by the non-member and his or her parent or guardian. The Participant/Instructor inviting a non-member to use the facilities of the club shall indemnify and hold harmless the Sponsor from any claim for injury, damage or death made by such non-member.
  
10. All participants/instructors age 18 and over must sign below. A parent or guardian's signature on behalf of minor participants/instructors is also required. Signature constitutes acknowledgement of receipt of rules and agreement to abide by them.

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Print Name of instructor (and name of Parent if minor instructors)

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Signature of instructor (or Parent of minor instructors)

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Date