

# M&R RANCH- PERFORMANCE HORSES OF GEORGIA Invoice, Agreement and Waiver

Date of Event: \_\_\_\_\_

Party Start Time: \_\_\_\_\_

Planned Attendance: \_\_\_\_\_

Name of Child: \_\_\_\_\_

Event Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

## Services Invoice

*M&R Ranch- Performance Horses of Georgia* will provide the following for your party:

Number of Ponies	Description	Price
_____	Ponies for party.	_____

Educational overview, pony rides, pony treats, saddles, bridles, and all pony equipment. (Bounce house, water slide wet/dry, child tumbler, and BBQ at ranch only).

Timeframe: \_\_\_\_\_

Special Instructions/Party Theme/Colors: \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

50 % Required Deposit: \$ \_\_\_\_\_

Total Due on Party Date: \$ \_\_\_\_\_

## Event Agreement

A. **Deposit:** A fifty (50%) percent deposit is required to secure pony/horses. Animals shall not be considered reserved until the event agreement is signed and the deposit is received. The remaining balance is due upon the delivery of the equipment at the event site. Should M&R Ranch – Performance Horses of Georgia or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, renter agrees to indemnify and hold them harmless for all such costs and fees.

B. **Refund Policy: Postponement.** If inclement weather, rain or high winds are forecasted for the time that your event is scheduled, then client has the right to postpone the event. M&R Ranch – Performance Horses of Georgia must be notified of the postponement before traveling to the event. Client may reschedule the event within 60 days of the original event date at no additional cost. If postponement of an event is necessary, M&R Ranch – Performance Horses of Georgia reserves the right to substitutions of equal or greater value on the rescheduled event date. If postponement of the event is made after travel to the event has begun or the event has begun, an additional charge may be added up to a maximum of ten percent of the contract price (travel expense coverage). Once the pony/horses have arrived the remaining balance becomes due and postponement of the event is not available. When rain is forecasted for the time that the event is scheduled a representative from M&R Ranch – Performance Horses of Georgia may contact the client. If the M&R Ranch – Performance Horses of Georgia representative recommends that the event be postponed or cancelled and a refund of the deposit given to the client, but client insists that the pony/horses be set-up anyway, and the event thereafter get rained upon during the event, no refund will be given. A pony party may be cancelled without loss in money with sufficient notice given to a M&R Ranch – Performance Horses of Georgia representative (48 hours prior to event).

C. **Cancellation.** If a reservation is cancelled after 48 hours prior to the event, the deposit will be refunded less a fee not to exceed 25% of the total contract price. A pony party may be cancelled without loss in money with sufficient notice given to a M&R Ranch – Performance Horses of Georgia representative (48 hours prior to event).

D. **Overtime:** M&R Ranch – Performance Horses of Georgia events are 3 1/2 hours for the above stated price at the ranch and 1-1/2 hours at client's site. Any time over this is \$50 for each additional 1/2 hour, unless advised by an M&R Ranch – Performance Horses of Georgia representative or due to extenuating circumstances agreed to by the M&R Ranch – Performance Horses of Georgia representative.

E. **Damages:** Acts of God may prevent us from providing the contracted attraction. Should your event be affected by such an incident, M&R Ranch – Performance Horses of Georgia reserves the right to substitute an item of equal or greater

value. If an item cannot be substituted, a full refund shall be made of all moneys received and M&R Ranch – Performance Horses of Georgia shall not be held liable for further loss. An M&R Ranch – Performance Horses of Georgia representative will request the exact location of the pony party in advance or at the beginning of the party. Horses/ponies will trample grass/lawns somewhat. Your type of lawn will depend on how much. Horses/ponies will also "poop". M&R Ranch – Performance Horses of Georgia representatives will remove most of this by the end of the party. Any bushes, lawns, or area that you do not want the ponies or horses near, needs to be mentioned to an M&R Ranch – Performance Horses of Georgia representative at the beginning of the party.

F. **Release/Waiver/Hold Harmless and Acknowledgment of Risk:** The undersigned understands and acknowledges that play on a pony or horse entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, etc., to any participant. Furthermore, the undersigned acknowledges that such risks simply cannot be eliminated in their entirety. I, \_\_\_\_\_, hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless M&R Ranch – Performance Horses of Georgia, Maria A. Pruden, and any representative of M&R Ranch – Performance Horses of Georgia from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions.

G. **A set of Safety Rules** may be displayed but are reviewed at the beginning of each party and are included **below** which the undersigned agrees to follow and utilize at all times. All children or individuals should follow safety rules. Balloons, noise makers and items that will spook the pony/horses **should not be brought up to the animals. All ponies/horses utilized are very gentle. Party music, balloons, banners, and noise makers should be kept at a reasonable distance and will not bother the animals.** Children should not wave or hit ponies with hats, ropes, or balloons at any time; this may spook the ponies. Fireworks of any kind should not be used while M&R Ranch – Performance Horses of Georgia is present at the event. Parents and guardians are responsible for their children and should not allow children (or adults) to go behind or underneath the pony/horses and should not allow them to approach the pony/horses unless accompanied by an M&R Ranch – Performance Horses of Georgia representative.

H. **Permits/Licenses:** This contract does not include the cost of acquiring any permits or licenses required for the particular event location where the equipment will be set up. The renter shall assume all responsibility and costs of acquiring any such permits or licenses.

I. **OSHA:** Client understands Georgia and Federal OSHA laws and complies with all requirements of OSHA at the location. Choice of Law: The laws of the State of Georgia govern this agreement. In the event that the undersigned or any of their participants file a lawsuit against M&R Ranch – Performance Horses of Georgia, Maria A. Pruden, or any representative it is agreed to do so solely in the State of Georgia.

Severability: If any section of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other sections of the agreement that can be given effect without the invalid section, and to this end the agreement is severable.

J. Parents should ensure that children wash their hands after riding and petting the ponies. Parents should ensure that children do not eat until their hands are washed.

**Warning: UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OR EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.**

**I acknowledge that I have read and reviewed the foregoing M&R Ranch – Performance Horses of Georgia Agreement and Acknowledgement of Risks and I agree to be bound by the same.**

Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Parents please familiarize yourselves with this prior to arriving for the birthday party.

#### **SAFETY RULES**

1. Do not go behind the pony/horses. (*Gentle as kittens, but they're ponies.*)
2. No yelling, screaming, or horseplay around the ponies/horses.
3. No noise makers (balloons, poppers, fireworks, etc...) around the pony/horses.
4. Do not approach/ride the pony/horses unless accompanied by an M&R Ranch – Performance Horses of Georgia Representative.
5. Think safety at all times.
6. Not responsible for accidents/injury.
7. Ensure children are attended at all times.
8. No spooking the ponies/horses. No hitting ponies with hats, ropes, balloons, etc...
9. Do not feed the ponies/horses unless accompanied by an It's A Pony Party Representative.
10. All children should wash their hands after riding and after playing with the ponies. Do not eat or drink while petting or riding the ponies.

THANK YOU.

[www.mandranch.com](http://www.mandranch.com)

[www.performancehorsesofgeorgia.com](http://www.performancehorsesofgeorgia.com)

[www.facebook.com/mrranch1](http://www.facebook.com/mrranch1)