

SJ Equestrian Terms, Conditions & Indemnity

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This document contains the terms, conditions, indemnity and disclaimer provisions applicable to SJ Equestrian riders. Rider and guardian personal details are captured online in Time2Trot and are not repeated in this static document.

Part A: Terms and Conditions

4. The rider and/or, where applicable, the rider's parent/legal guardian, agrees to abide by the terms and conditions set out below for the duration of the agreement.

Fees

5. The fees payable to SJ Equestrian by the rider/guardian for riding lessons shall be charged monthly and are payable in advance, before the first day of every calendar month.

6. Only cash and EFT are acceptable payment methods. Please use your surname as the payment reference and ensure prompt payment into the following bank account:

New Banking details: SJ EQUESTRIAN FNB Branch code: 250655 Account number: 62862685363

7. The rider agrees to a minimum commitment of one riding lesson per week per riding school term.

8. The riding school term shall follow the government school term calendar.

9. If the school term is longer or shorter than twelve weeks, fees will be charged accordingly at the beginning of each term. 10. The rider must attend all lessons in the relevant riding school term, unless otherwise agreed with his/her instructor in advance (see paragraphs 13 to 19 below). 11. The fees payable by the rider/guardian to SJ Equestrian shall be as set out in the applicable pricing plan, term package, lease plan, or invoice issued by SJ Equestrian from time to time. Fees must be paid before the start of the applicable billing period, unless otherwise agreed in writing.

12. Lessons shall continue during the quarter holidays (end of school term 1 and school term 3) for riders in Cape Town during the holidays. These additional lessons shall be charged to the following month's invoice.

Attendance

13. If the rider is unable to attend a lesson, the rider/parent/guardian must notify the instructor at least twenty-four hours in advance of the relevant riding lesson.

14. Should notice not be given twenty-four hours before the lesson, the relevant lesson will be forfeited and fees for that lesson will still be payable by the rider/guardian.

15. Due to limited availability of horses, the riding school uses canceled lessons for make-up lessons. SJ Equestrian therefore requires at least twenty-four hours' notice to organize make up lessons.

16. If the rider gives sufficient notice that they are unable to attend a lesson, a "make-up lesson" will be arranged by the instructor either during a time slot where another rider has cancelled or during the riding school term holidays. If the rider's instructor is unable to arrange a suitable time for a make-up lesson, the relevant lesson will be credited to the following month's invoice.

17. If a riding lesson falls on a public holiday, the rider/guardian will be expected to arrange a make-up lesson with the instructor alternatively the lesson will be credited to the following month's invoice.

18. SJ Equestrian understands that life and traffic are unpredictable. If the rider is running late, he/she must notify the instructor in advance so that the instructor can plan accordingly and ensure that the lesson is not delayed for the rest of the pupils.

19. The instructor may choose to start the lesson pending the rider's arrival and if the riding lesson is an outside the instructor may make necessary changes to the lesson plan so as to ensure that the rest of the riders receive a full lesson.

Parents

20. The parent/guardian is required to drop the rider off at the stables before the start of the lesson and must then leave the lesson to the rider's instructor.

21. The parent/guardian is not permitted to get involved in lessons as this distracts both riders and instructors and can compromise safety. The presence of parents can also lead to diminished bravery and poor behavior on the part of the rider.

22. The parent/guardian may wait in their car and are encouraged to enjoy a coffee next door at the Alphen Hotel during the rider's lesson.

23. The parent/guardian may only watch a lesson if this is arranged with the instructor in advance. Our annual shows are the appropriate opportunity for riders to show parents/guardians how they have progressed during the term.

Helmets

24. The rider must wear a helmet at all times when grooming and handling horses and/or riding. New riders may use SJ Equestrian helmets and safety vests but do so at their own risk. However, SJ Equestrian strongly recommend that the rider purchase their own helmet should they make a commitment to riding for safety reasons.

25. Helmets are designed to shatter and crack on impact and SJ Equestrian cannot guarantee the state and/or safety of its helmets. SJ Equestrian accepts no responsibility for any injury of whatsoever nature suffered by the rider whilst he/she is wearing its helmets (please see clauses 41 to 43 below).

26. Never buy a secondhand helmet as the helmet's history is unknown. Helmets must be correctly fitted and should be replaced in the event of a head fall.

27. If the rider/parent/guardian purchases an expensive helmet and the rider experiences a head fall, the rider/parent/guardian can have the helmet x-rayed to confirm if there is damage before replacing it.

28. Please contact Sarah Jane (the stable yard manager) should you wish to discuss helmets further as SJ Equestrian considers the safety of the rider to be of the utmost importance.

29. The Capriole Skull Cap is good value for money and is one of the safest helmets on the market. You can order one from Tackshack and they will meet you at our stables to fit it (https://shop.tackshack.co.za/product/capriole_skull_cap/).

Part B: Indemnity and Disclaimer Agreement

30. The rider and, to the extent that any rider is a minor, their parent/ guardian who signs this agreement, hereby undertakes and agrees to participate in riding lessons at SJ Equestrian and to use the stable area entirely at his/her own risk.

31. The rider/parent/guardian who signs this agreement, hereby agrees, to the maximum extent permitted by law, that he/she shall have no claim of whatsoever nature against SJ EQUESTRIAN RIDING SCHOOL, SARAH JANE LAZARUS, THE ALPHEN ESTATE or any of its INSTRUCTORS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, GROOMS, REPRESENTATIVES, AGENTS, SPONSORS or any LOCAL AUTHORITY and/or ANY OWNER of any of any HORSE or PONY stabled at or being used by SJ EQUESTRIAN STABLES for any direct or indirect cost, expense, loss or damage of whatsoever nature that the rider may suffer arising, directly or indirectly, from any injury to the rider or to the rider's property by virtue of their participation in riding lessons or associated activities, including to the extent that such injury or damage was caused, directly or indirectly, by the negligence of one or more of the afore-mentioned parties.

32. In my personal capacity and/or in my capacity as natural mother/father/guardian of my minor child, I hereby accept full responsibility for any loss I or my minor child/children may suffer as a result of injury, illness, loss of life or damage or loss to property which I or my minor child/children may sustain during horse riding lessons/outrides or during the handling of horses/ponies from any cause whatsoever and howsoever arising whether the horse belongs to me or not.

33. By signing this agreement, I hereby indemnify and hold SJ EQUESTRIAN RIDING SCHOOL, SARAH JANE LAZARUS, THE ALPHEN ESTATE or any of its INSTRUCTORS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, GROOMS, REPRESENTATIVES, AGENTS, SPONSORS and/or any LOCAL AUTHORITY and/or ANY OWNER of any of any HORSE or PONY stabled at or being used by SJ EQUESTRIAN STABLES harmless against any claim howsoever arising.

34. I record that I am fully aware of the inherent risks involved in horse riding and all associated activities. These risks inter alia include physical injury or death of riders and/or loss or damage to personal property arising as a result of accident or illness, exposure to temperature extremes and/or inclement weather.

35. I agree that SJ EQUESTRIAN, SARAH-JANE LAZARUS, and/or ANY EMPLOYEE or OWNER of the relevant horse or pony has agreed to allow me/my minor child to participate in this sport subject to the condition that I/my minor child will obey the lawful instructions of anyone at or associated with SJ EQUESTRIAN RIDING SCHOOL Including SARAH JANE LAZARUS, THE ALPHEN ESTATE or any of its INSTRUCTORS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, GROOMS, REPRESENTATIVES, AGENTS, SPONSORS and/or any LOCAL AUTHORITY and/or ANY OWNER of any HORSE or PONY stabled at or being used by SJ EQUESTRIAN RIDING SCHOOL or the PROPERTY OWNER and/or their EMPLOYEES, AGENTS and ASSOCIATES covering any aspect of the sport and the use of the property situated at ALPHEN STABLES or during outrides on the surrounding areas including green belts and roads.

36. I/my minor child acknowledges that I/my minor child is fully bound by and will comply with such instructions at all times.

37. I/my minor child voluntarily assumes all risks inherent in taking part in horse riding whether it occurs at the stables, on the property situated at ALPHEN STABLES or during outrides on the surrounding areas including green belts and roads.

38. Knowing of the inherent risks and dangers involved, I certify that I alternatively my minor child is fully capable of participating in riding lessons and all related activities.

39. I hereby confirm that my alternatively my minor child's health is good and there is nothing that I am aware of that which renders me/ my minor child unfit to take part in riding lessons and/or all related activities.

40. I understand that it is my responsibility prior to entering the lesson area to inform the Instructor of any new medical or physical problems which may impact my/my child's safety or ability to perform correctly during my scheduled riding lesson.

41. I hereby grant permission for myself/minor child to use the safety helmets and/or safety jackets provided by SJ Equestrian at my/my minor child's own risk.

42. I understand that there is a risk that the helmets and/or safety vests provided by SJ Equestrian Riding School may not fit me or my minor child perfectly and/or may be damaged from previous falls and agree that SJ EQUESTRIAN RIDING SCHOOL, SARAH JANE LAZARUS, THE ALPHEN ESTATE or any of its INSTRUCTORS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, GROOMS, REPRESENTATIVES, AGENTS, SPONSORS and/or any LOCAL AUTHORITY cannot be held liable for any loss or damage whatsoever occurring while using the helmets and/or safety vests or occurring as a result of using the helmets and/or safety vests.

43. I accordingly agree to indemnify SJ EQUESTRIAN RIDING SCHOOL, SARAH JANE LAZARUS, THE ALPHEN ESTATE or any of its INSTRUCTORS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, GROOMS, REPRESENTATIVES, AGENTS, SPONSORS or any LOCAL AUTHORITY against any claim whatsoever arising from any physical injury, damage or loss suffered by myself or my minor child occurring as a result of or whilst using helmets and/or safety jackets provided by SJ EQUESTRIAN.

Jurisdiction

44. I confirm that these undertakings will be binding on my/my minor child's estate including administrators, executors and assignees and that this agreement including all undertakings and the indemnity provisions shall be interpreted and governed by the Laws of the Republic of South Africa and that for all purposes arising out of this agreement, I choose my domicilium citandi et executandi as stated above and consent to the jurisdiction of either the Magistrate's Court or the High Court in South Africa.

Breach & Cancellation

45. In the event that any of the provisions of this agreement are not complied with, SJ Equestrian is entitled to cancel the agreement and all riding lessons, coaching and related activities will be terminated immediately.

46. In the absence of any breach, this agreement may be cancelled by either party on 20 business days written notice to the other party.

47. In the event of cancellation, the rider/parent shall remain liable to pay for the remainder of the lessons falling within the relevant riding school term.

48. By accepting electronically, the rider and/or, where applicable, the parent/legal guardian confirms that they have read, understood and accepted Version 2026.04 of this agreement, including all terms and conditions and indemnity provisions. Acceptance by a parent or legal guardian is required where the rider is under 18 years old.