

## RORPOA Horse Arena Policy - Issue 2

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The Red Oak Ranch Horse Arena is located in Reserve A, on Lake Forest Drive.

The use of the arena is restricted to qualified Red Oak Ranch residents and their guests.

Residents may apply to become qualified users of the arena in any fiscal year by submitting the Red Oak Ranch **Horse Arena User Application**, together with payment of an Annual User Fee.

The annual fee shall apply for the fiscal period September 1<sup>st</sup> - August 31<sup>st</sup> and shall not normally be pro-rated for any portions of the fiscal period, nor shall it be transferrable to new property owners.

Notification of the annual usage fee, together with the appropriate form (see Appendix A), shall be included in the annual mail-out for the RORPOA Maintenance Assessment.

**All** users of the arena – whether residents or guests, riders or spectators, mounted or not (or a parent/guardian if the user is a minor) must sign the Red Oak Ranch Horse **Arena Release of Liability** (see Appendix B) before using the facility.

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL OR SPONSOR IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

All equestrian activities must be covered by the individual horse owners' liability insurance.

All users of the arena are expected to comply with the Red Oak Ranch **Horse Arena Rules and Regulations** (see Appendix C), which includes General Rules of Horse Arena Etiquette and to act in a safe and courteous manner.

Qualified users of the arena may also apply for a remote device for the automated gate installed on the East gate of the arena, by submitting the Red Oak Ranch **Horse Arena Application for Remote Device** (see Appendix D), together with a \$30 deposit against loss or damage.

The Red Oak Ranch horse arena is strictly to be used for equestrian activities only. No motorized or wheeled vehicles are permitted in the arena, other than for emergencies or maintenance of the arena.

The arena and utilities shall remain locked at all times when not in use. Current qualified users will be notified of the lock code(s).

Users of the arena are responsible for the maintenance and appearance of the arena. The arena should be left in an appropriate condition for any riding discipline, especially with regard to the following:

- Any equipment used (including but not limited to: jumps, ground poles, cavaletti, barrels, cones etc.) should be removed before leaving the arena.
- Any major disturbances of the footing should be repaired using the rake provided, if possible, or reported so that maintenance can be carried out.

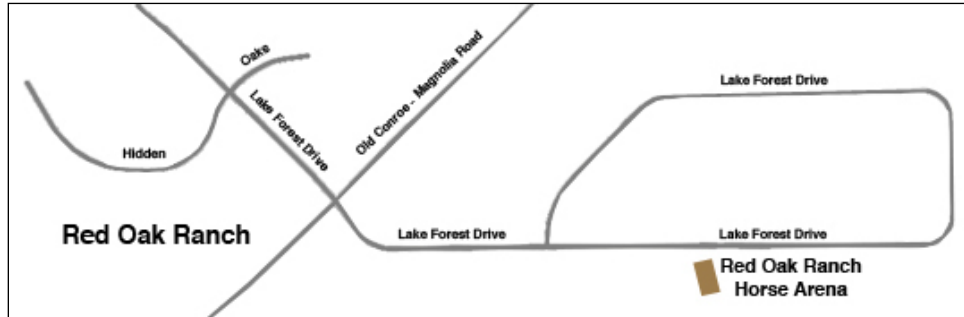
The arena shall be regularly inspected and repair & maintenance performed as required.

The Red Oak Ranch Horse Arena is one of the community's capital assets. As such, repair and maintenance of the facility shall be funded from the ROR Maintenance Reserve Fund.

Further development of the arena and the purchase of any equestrian equipment shall be funded from ROR Horse Arena funds, which are derived from donations, fundraising, income from the printed neighborhood directory and annual user fees.

## Red Oak Ranch Horse Arena

In addition to the riding trail located directly in front of all properties in the subdivision, Red Oak Ranch offers homeowners and their guests the use of the 250' x 100' horse arena located in Reserve "A", on the south side of the Lake Forest Drive loop (see below).



The arena was built by Red Oak Ranch Equestrians, through volunteer work, voluntary contributions and fund raising. Ongoing improvements and utilities continue to be funded by these means, together with an annual user fee paid by those who use the amenity. All relevant documents are available on the Red Oak Ranch website: [www.redoakrach.org](http://www.redoakrach.org)

### Using the Horse Arena

#### Annual User Fee

The Annual User Fee applies to the annual period September 1<sup>st</sup> to August 31<sup>st</sup> and is normally neither pro-rated nor transferrable to new property owners. The annual fee is currently \$180.00 per family. This fee is primarily used to fund utility & maintenance expenses.

#### Rules & Regulations

All Users of the Horse Arena must agree to abide by the "Horse Arena Rules & Regulations, Issue 2, February 2014" and ALL users, whether mounted or otherwise, MUST sign the "Red Oak Ranch Horse Arena Release of Liability" FOR EACH ANNUAL PERIOD before using the arena.

#### Automatic Gate

The "Horse Arena rules & Regulations, Issue 2, February 2014" details the rules & responsibilities governing use of the automatic gate and includes the appropriate form for applying for a remote device. Devices will not be issued to minors.

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**Please complete and return this portion if you wish to use the arena during the current year:**

Family name:	Address:
Telephone #:	Email:

<input type="checkbox"/>	I enclose a check for the \$180.00 Annual User Fee.
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**Please make your check payable to: RORPOA - Horse Arena Fund**

**PLEASE DO NOT INCLUDE THIS PAYMENT ON THE SAME CHECK AS YOUR ANNUAL MAINTENANCE ASSESSMENT PAYMENT - HORSE ARENA FUNDS ARE DEPOSITED IN A SEPARATE BANK ACCOUNT.**

**Red Oak Ranch Horse Arena  
Release of Liability  
Issue 2, February 2014**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between RED OAK RANCH PROPERTY OWNERS ASSOCIATION, hereinafter referred to as RELEASEE and \_\_\_\_\_, hereinafter referred to as USER and, if User is a minor, User's parent or guardian, \_\_\_\_\_. Regarding the use, today and on all future dates of the property, facilities and equipment, located in and around the Red Oak Ranch Horse Arena, Red Oak Ranch, Conroe, in the State of Texas, a community facility administered by Releasee, Releasee's representatives, employees and agents; User, User's heirs, assigns, and representatives, hereby agree as follow:

1. **Inherent Risks and Assumption of Risk.** In consideration of being allowed to participate in any way, the undersigned acknowledges that there are inherent risks associated with equine activities such as described below and hereby expressly knowingly and freely assumes all risks, both known and unknown, associated with participating in such activities which may result in a range of consequences including serious injury, permanent disability, permanent paralysis or death. The inherent risks include, but are not limited to, the propensity of equine to behave in ways such as running, bucking, biting, kicking, shying, stumbling, bolting, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; collision with structures; the unavailability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature, are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. User assumes all risks in connection therewith, and expressly waives any claims for injury or loss arising therefrom. User agrees to abide by and follow Manager's rules and regulation, which shall be made available to User on this day and may be posted from time to time. User further acknowledges that the behavior of any animal is contingent upon the ability of User. User assumes all risks and Releasee bears no responsibility for the ability of User at any time.

User acknowledges that these terms apply to all forms of equestrian activity which include but are not limited to ground training, lunging, riding, dressage, jumping, driving, schooling, participation in equestrian games, jousting, equestrian competitions.

User willingly agrees to comply with the Red Oak Ranch Horse Arena Rules & Regulations. If User observes any unusual significant hazard during participation, User agrees to remove themselves from the Horse Arena and bring it to the attention of the appropriate person.

User expressly, knowingly and willingly releases Releasee from any and all claims for personal injury or death, equine injury or death, or property damage, even if caused by negligence by Releasee or Releasee's representatives, employees or agents to the fullest extent permitted by law.

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A FARM ANIMAL PROFESSIONAL OR SPONSOR IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

2. USER (OR USER'S PARENT OR GUARDIAN) AGRESS TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEE AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OR PRESENCE OPON THE PROPRTY OF RELEASEE AND THE FACILITES THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Releasee harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. User warrants that any and all horse(s) that he or she brings to, rides or otherwise uses at the premises shall be free from infection, contagious or transmittable diseases. Releasee reserves the right to refuse access or use of any horse upon the premises that does not appear to Releasee to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. User agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUNSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

\_\_\_\_\_  
User Name (PRINT NAME)

\_\_\_\_\_  
Signature

FOR USERS OF MINORITY (UNDER 18 AT THE TIME OF SIGNING)

This is to certify that I, as parent guardian with legal responsibility for this User, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless Releasees from any and all liabilities incident to my minor child's use of the horse arena and participation in any way in equestrian activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian if User is a Minor (PRINT NAME)

\_\_\_\_\_  
Signature

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

**Red Oak Ranch Horse Arena  
Rules & Regulations  
Issue 2, 2014**

The following rules and regulations apply to all equestrian activities utilizing the Red Oak Ranch horse arena:

Residents are eligible to use the arena upon payment of an annual fee, per family. The fee applies to the annual period September 1 - August 31<sup>st</sup> and will normally be neither pro-rated nor transferred to new property owners.

The use of the arena is restricted to qualified Red Oak Ranch residents and their guests. All users of the arena, whether mounted or otherwise, **MUST** sign the "Red Oak Ranch Horse Arena Release of Liability" for each annual period.

The Red Oak Ranch horse arena is strictly to be used for equestrian activities only. No motorized or wheeled vehicles are permitted in the arena, other than for emergencies or maintenance of the arena.

Users of the arena are responsible for the maintenance and appearance of the arena. Please always leave the arena in an appropriate condition for any riding discipline, especially with regard to the following:

- Any equipment used during your ride (including but not limited to: jumps, ground poles, caveletti, barrels, cones etc.) should be removed from the arena at the end of your ride.
- Any major disturbances of the footing should be repaired using the rake provided, if possible, or reported so that maintenance can be carried out.
- Ensure that the arena gates and utilities are secured and locked.

Users of the arena are expected to observe the General Rules of Horse Arena Etiquette (see page 3) and to act in a safe and courteous manner.

**All equestrian activities must be covered by the horse owners' liability insurance.**

**All Users of the arena - whether residents or guests, mounted or unmounted (or a parent/guardian if the User is a minor) must sign the Red Oak Ranch Horse Arena Release of Liability before using the facility for each annual period.**

**Do not** ride if you suspect that the condition of the arena is unsafe.

Any problems with the arena, or associated structures & equipment, should be reported immediately.

Do not hold any organized event in the arena without notifying the RORPOA at least 3 weeks prior to the event.

## Automated Gate

**WARNING: AUTOMATED GATES MAY MOVE UNEXPECTEDLY AND CAN CAUSE INJURY OR DEATH.**

The automated gate on the East side of the horse arena can be opened by using the remote devices issued to current Users of the horse arena, upon request.

## Remote Devices

Remote devices may be issued to current horse arena members upon request (by submitting a Red Oak Ranch Horse Arena - Application for Automated Gate Remote Device) and payment of a deposit of \$30. This deposit is intended to cover replacement (in the event that the device is lost or damaged) and will be returned when the device is returned to Red Oak Ranch Equestrians in an undamaged, working condition. All remote devices remain the property of Red Oak Ranch Equestrians and must be returned upon request. **Each numbered device will be issued to an authorized "Primary holder", and may only be used by the Primary holder to whom it is issued plus any additional family members who have signed the application form.** The Primary Holder of the device is responsible for its use, maintenance and for replacing batteries as necessary. **Remote devices will not be issued to minors.**

## Use of Remote Devices

The remote devices are intended to be used by riders mounted on their horses and **should be activated from no less than 50 feet** from the gate. The gate is programmed to only open OR close with each activation of the remote device and will not close automatically after opening.

**No horse, whether inside or outside the arena, should be closer than 50 feet from the gate when the device is activated. Only one horse should pass through the automated gate at any one time.**

**If there other people, whether mounted or on foot, in or around the arena, clearly notify them that the gate is about to be activated before opening the gate, so that they can move to a safe distance from the gate before it opens.**

**The remote devices are very sensitive. Take precautions to ensure that the device cannot be unintentionally activated while you are in or near the arena. A solar panel is mounted to the left of the gate. Stay clear of the left side when entering the arena (the right side when exiting), to avoid damaging the solar panel.**

**It is the responsibility of riders to ensure that their animals are familiar with the operation of the automatic gate and Red Oak Ranch takes no responsibility for any horses' reactions to the operation of the gate. Any use the remote devices and automatic gate is the responsibility of the Primary holders at their own risk and they assume liability for their actions.**

The gate at the South end of the horse arena will be secured with a conventional lock (the code being available to current members), for those who do not wish to use the automatic gate.

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The RORPOA point-of contact for all matters related to the horse arena is Elisabeth Crabtree: 936-321-8720, [ecrabtree@consolidated.net](mailto:ecrabtree@consolidated.net)). All relevant documents are available on the Red Oak Ranch website: [www.redoakranch.org](http://www.redoakranch.org)

## General Rules of Horse Arena Etiquette

1. **Be Aware:** Be aware of everyone and everything around you, particularly other riders and horses. Be respectful and considerate if another rider is having problems with a horse, is riding a young horse or is an inexperienced or timid rider.
2. **Communicate:** Ask other riders about their riding plans for the session and what areas of the arena they will be using; similarly, tell them yours and agree on a safe strategy.
3. **Announce Your Intentions:** Tell the other riders what you plan to do: "passing on your left", "jumping fence 3", "leaving arena", "entering arena" etc.
4. **Experience:** More experienced riders/horses should give way to those less experienced.
5. **In-Hand:** Horses in-hand should give way to horses being ridden.
6. **Left shoulder to Left Shoulder:** Riders should try to ride in the same direction. If this is not possible then the "left shoulder to left shoulder" rule should apply.
7. **Slow on the Inside, Fast on the Outside:** Slower riders should ride on the inside track, including those doing schooling such as lateral work etc. Riders working at a faster pace such as a lope or canter should stay on the outside track.
8. **Mount Out of the Way:** Mount and dismount away from the working track.
9. **Work Together:** Ideally, users should be doing similar things (i.e. jumping, flat work) if at all possible. Even though the rule is "left shoulder to left shoulder", understand that this is not always possible. Be generous with right-of-way.
10. **Cue Quietly:** Voice commands, kissing or clicking to cue your horse should be done quietly and away from other horses. If you are using a whip, do not allow it to affect other horses. Accidentally cueing another person's horse as you ride alongside them could cause problems or accidents.
11. **Try Not to Interrupt Training Sessions:** Try to schedule your riding for times when the arena is not being used for specific training sessions. If you must ride during these times try to be unobtrusive.
12. **Keep Your Distance:** Do not crowd other riders and keep at least a horse's length between you and the horse in front of you. When there are riders working on both the inside and outside track, leave enough passing room that one horse is unable to bite or kick at the horse on the other track.
13. **All Horses Under Control:** There should be no loose horses in the arena while others are riding.
14. **Avoid Escapes:** Keep all gates securely closed while using the arena.
15. **Always Ride Safely:** Wear a helmet and other appropriate protective equipment.
16. **Spectate Safely:** Spectators should stand outside the arena, not along the side of the track. Spectators should act in such a way as not to distract or alarm horses and riders. Young children should be restrained from making loud noises or sudden movements.
17. **No Dogs:** No dogs should be in the arena with horses and riders. Spectators' dogs should be kept on a leash, quiet and under control.
18. **Clean Up:** Clean up the arena after use. Put away any equipment such as jumps, barrels, trotting poles or cones. **Leave it at least the way you found it - or better.**

## Red Oak Ranch Horse Arena Application for Automated Gate Remote Device

Family name:	Address:
Telephone #:	Email:

- I/we am applying to be issued a remote device for the Red Oak Ranch Horse Arena automated gate opener. I/we have read, understand and agree to abide by the “Red Oak Ranch Horse Arena Rules & Regulations, Version 2, 2014”.
- I/we am/are over 18 years of age.
- I/we understand that the device remains the property of Red Oak Ranch Equestrians and that I/we am responsible for keeping the device in good, operating repair and for replacement of batteries.
- I/we agree to pay a deposit of \$30.00 to cover replacement of the device if it is lost or damaged during the period in which it is issued to me/us.
- I/we understand that I/we use the remote device and the automated gate at my own risk and I/we assume liability for my actions.

\_\_\_\_\_  
Primary Holder (PRINT NAME) (must be 18+ years) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Additional user (PRINT NAME) (must be 18+ years) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Additional user (PRINT NAME) (must be 18+ years) \_\_\_\_\_  
Signature

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Please check the appropriate box below and send this form, together with your payment, to the Red Oak Ranch Management Company.

<input type="checkbox"/>	I <b>have</b> previously paid the annual user fee for the current year and enclose a check for \$30.00.
<input type="checkbox"/>	I <b>have not</b> previously paid the annual user fee for the current year and enclose a check for \$210.00

**Please make your check payable to: RORPOA - Horse Arena Fund**

**PLEASE DO NOT INCLUDE THIS PAYMENT ON THE SAME CHECK AS YOUR ANNUAL MAINTENANCE ASSESSMENT PAYMENT - HORSE ARENA FUNDS ARE DEPOSITED IN A SEPARATE BANK ACCOUNT.**