

THERAPEUTIC HORSEBACK RIDING PROGRAM AGREEMENT

School Year 2025-2026

This Therapeutic Horseback Riding Program Agreement (the "Agreement") dated as of the 1st day of July, 2025, is between **Independent School District No. 16 of Payne County, Oklahoma** ("Stillwater Schools") with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and **Turning Point Ranch Foundation** ("Turning Point"), with a notice address of 385 S. Country Club Rd., Stillwater, OK 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and Turning Point agree as follows:

- 1. The Horseback Riding Program.** Stillwater Schools and Turning Point agree to work together to provide a therapeutic horseback riding program (the "Program") for students with disabilities designated by Stillwater Schools ("Students").
- 2. Duties of Stillwater Schools.** Stillwater Schools will identify the Students for participation in the Program, obtain the necessary medical releases and permission forms required by Turning Point for the Students' participation in the Program and transport the Students to and from the premises of Turning Point for each horseback riding session. Stillwater Schools further agrees that a certified Stillwater Schools teacher or aide with training and equipment to address the particular medical/disability issues of riders (i.e. seizure disorders) shall be present with the Students during each horseback riding session. In addition, Stillwater Schools will make an effort to pass on information to parents such as the Parent's Manual and appropriate riding apparel such as shoes with heels and long pants.
- 3. Turning Point's Duties.** Turning Point agrees to create and administer the Program in a manner appropriate for each designated Student and in accordance with Professional Association of Therapeutic Horsemanship International ("PATH International") guidelines, to provide at least one (1) instructor certified by PATH International to supervise each horseback riding session and to assign and provide one (1) adult to act as leader and two (2) adults to serve as side-walkers for each Student during each horseback riding session as appropriate, i.e. some Students will need more assistance and some need either the independence or lessened stimulation of fewer side walkers.
- 4. Confidentiality.** Turning Point agrees that the individuals performing and/or participating in the services provided to the Students under this Agreement will adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
- 6. Background Checks.** Turning Point represents and warrants that the individuals performing the services provided to the Students under this Agreement have not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law.

- 7. Compensation.** Stillwater Schools agrees to pay Turning Point the sum of \$100 per lesson to include four (4) students per lesson. A maximum of four (4) lessons will be offered per day for a total possible amount of \$400 per day for no more than ninety (90) days during the contract period. Turning Point will invoice for services at the end of each month. Payment will be made within thirty (30) days of receipt of invoice.
- 8. Term and Termination.** This Agreement is effective as of July 1, 2025, and shall continue in effect through June 30, 2026, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 9. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. No party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. No party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 10. Force Majeure.** No party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming the force majeure event has given the other party reasonably prompt notice of the event.
- 11. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the party at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the party at the address herein or at such other address of which either party may give notice.
- 12. Insurance.** Turning Point warrants and represents that the individuals providing the services under this Agreement are insured and will remain insured during the term of and while performing the services set forth in this Agreement, for personal injury, death, property damage, general liability and workers' compensation that covers the horseback riding sessions contemplated by this Agreement. Turning Point will furnish the District a copy of the current insurance policies and Certificates of Insurance that reflect such coverage upon request.
- 13. Miscellaneous.** This Agreement embodies the entire agreement and understanding between Stillwater Schools and Turning Point relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be

governed by and construed in accordance with the laws, excluding the conflict laws, of the State of Oklahoma. This Agreement may be amended only in writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by any party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein.

- 14. Non-Discrimination.** The parties to this Agreement represent and warrant that they do not discriminate on the basis of race, color, religion, sex, national origin, age, disability or veteran status in the performance of their services.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

TURNING POINT RANCH FOUNDATION

By: Lori L. Muder
Board President