

***Please be sure to read
and sign the back of this
form.***



Please Print

Name: _____
Address: _____
Phone Number: _____
Email Address: _____
Horse(s) Name(s): _____

TRAINING AGREEMENT AND LIABILITY RELEASE

DEFINITIONS The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the animals which are contracted to be trained under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal(s) to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning, and education of the horses. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor.

AGREEMENT PURPOSE AND CONSIDERATION At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal listed in the attached HORSE ARRIVAL FORM AND SIGNATURE SHEET herein referred to as "HAFSS", and to provide other incidental services according to the terms and conditions set forth herein. OWNER agrees to pay to the TRAINER the sum according to the RATE SHEET per month for each animal. Monthly charges for training, board, and other incidental services are due on the **First Day of Each Month. Training activities will be stopped if payment has not been made in full by the 10th day of the month, unless prior arrangements have been made with the TRAINER.** On conclusion of this agreement the remainder of expenses shall be due and payable and horses will not be released from TRAINER'S possession until all expenses are paid in full. A billing fee of 5% of the total amount due will be added to any balances not paid after 30 days of the billing date, and will continue to be added to the total owed to TRAINER for every **30 days** the balance remains unpaid. If the OWNER does not pay balances owed to TRAINER within **90 days** of billing date, TRAINER has the right to assume ownership of the HORSE in training and sell the horse if necessary to recover amount owed by OWNER, unless a written agreement signed by OWNER and TRAINER allows for a longer grace period for payment of due balance.

OWNER shall pay for boarding and training services, as described below, \$ _____ per month, per RATE SHEET.

Full Training Half Training **STALL:** Upper Barn Lower Barn PIPE PEN PASTURE

If OWNER requests that TRAINER advertise and promote the HORSE for sale, the OWNER agrees to pay TRAINER a commission when the horse sells according to the attached rate sheet.

SERVICES PROVIDED FOR TRAINING OWNER shall pay TRAINER for training services to include HORSE TRAINING/SCHOOLING according to the RATE SHEET, regular grain feeding (grain provided by OWNER), and HANDLING FOR FARRIER AND VET. EXTRA FEEDING to be discussed and arranged for with TRAINER. Other services including but not limited to HAULING, GROOMING/CLIPPING, SHOWING OF HORSE, RIDING INSTRUCTION to be charged according to attached RATE SHEET.

TRAINER'S FEE SCHEDULE (see attached RATE SHEET) MAY CHANGE AT ANY TIME. Should such a change be required, TRAINER shall give OWNER no less than 30 days written notice prior to implementation.

HORSE HEALTH WARRANTY Each horse shall enter the TRAINER'S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations as indicated on the "HAFSS". An up-to-date worming and immunization record must be presented to TRAINER by OWNER prior to entry of horse onto TRAINER'S premises. In addition, TRAINER may request an up-to-date Veterinary Health Certificate and/or Negative Coggins Test to be presented by OWNER prior to entry of the horse onto TRAINER'S premises.

TRAINER'S RIGHT TO REFUSE SERVICE'S TRAINER reserves the right to refuse the continuation of training services of any horse(s) for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which TRAINER is not equipped to handle; owner's refusal to obey stable rules or to cooperate with TRAINER on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and, also in the event of the discontinuation of the business of training horses. In such event TRAINER shall give OWNER 15 days written notice to remove horse(s) from premises. After all fees have been paid in full this agreement is concluded. Failure to pay training fees or other fees as due shall also entitle TRAINER to immediately terminate this agreement, and to keep the animal in TRAINER'S possession until all fees are paid in full, and following procedure described above in AGREEMENT PURPOSE AND CONSIDERATION.

ROUTINE HORSE CARE REQUIREMENT The boarded horse(s) must participate in TRAINER'S worming, immunization, and teeth floating program, the cost of which shall be borne by the OWNER.

IN EVENT OF HORSE ILLNESS OR INJURY Should the horse(s) become sick or injured, TRAINER shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform TRAINER regarding measures to be taken, or if the state of the

animal's health requires immediate action, TRAINER is authorized to request the services of a veterinarian of his choice or to give any other attention that appears necessary, and according to the AUTHORIZED MEDICAL TREATMENT FORM.

PERMISSION TO HANDLE HORSE(S) No person other than the TRAINER and/or employee(s) thereof shall remove, handle, or ride specific horse(s). OWNER and or OWNER'S family members or visitors of such parties shall have from TRAINER, written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific horse(s).

OWNER'S ACCEPTANCE OF RESPONSIBILITY During the time that the horse(s) is/are being trained, the horse(s) shall be in the custody of the TRAINER. TRAINER will exercise reasonable care for the protection of the horse(s) and shall train the animal to the best of his/her ability. It is understood that each animal is unique and that the TRAINER cannot guarantee the results or degree to which the horse(s) will be trained. OWNER further understands that the training of a horse involves the placing of above normal stress on the horse(s) both physically and mentally and that the TRAINER is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness, and/or loss of horse(s) by death. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the OWNER, OWNER'S family members, invitee of other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to TRAINER by OWNER. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accident, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees, and agents caused by or in relation to the OWNER'S horse(s). OWNER agrees to at all times maintain adequate accidental/medical insurance to cover OWNER and family members

RELEASE OF LIABILITY In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein, I undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER'S owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to TRAINER'S ordinary negligence; and I do further agree that except in the event of the TRAINER'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against the TRAINER and TRAINER'S ASSOCIATES as stated about in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to, or loss by death, of the boarded animal(s), and /or sustained by me and/or my minor children or legal ward in relation to the premises and operations of THIS STABLE.

INHERENT RISKS AND NATURE OF THE HORSE WARNING Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 feet to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: stopping short; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

RIDING HELMET WARNING OWNER is hereby warned by this TRAINER that all horse handlers should consider wearing properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and may prevent death from happening as a result of a fall or other occurrence.

DIRECT LOSS TO PERSONAL PROPERTY WARNING OWNER is hereby warned that while on TRAINER'S premises direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer is not covered by THIS TRAINER'S insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate polity as in the case of the loss of a horse.

AGREEMENT SCOPE AND TERRITORY This agreement shall be legally binding upon the TRAINER and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the State of California, state of domicile of the TRAINER, and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.

LIEN AGAINST BOARDED ANIMAL The OWNER hereby grants a possessory lien against the animal(s) in training to the TRAINER for the value of all unpaid services rendered by the TRAINER under this agreement. Should such charges go unpaid the TRAINER shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE.

OWNER RIGHT OF TERMINATION Upon **30 days** written notice to TRAINER the OWNER may terminate this Agreement for any reason. TRAINER shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded.

Signature of Owner	Date	Signature of Equine Unlimited, Inc.	Title
3984 Green Valley Road Rescue, CA 95672			(916) 718-8662 equineunl@aol.com