



UNBRIDLED HEALING

Instilling Confidence
in Horses & People

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 Time Training Part Time Training

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 (UNBRIDLED HEALING LLC) 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 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 (UNBRIDLED HEALING LLC)**.

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 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 under the direction/care/training/presence of the **TRAINER** - direct loss (including death), 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 policy 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 Utah 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 the STATE of UTAH.

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 UNBRIDLED HEALING LLC _____