

**HORSE TRAINING AGREEMENT, LIABILITY RELEASE
AND ASSUMPTION OF RISK AGREEMENT**

**The Staff Of DVG Show Stables, Blue Fox Farms
& ALIXE GARCIA
9645 Rancho Drive, Escondido, CA. 92029**

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

A. 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, ‘EQUINE’, and “ANIMAL” shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms “TRAIN” and TRAINING” shall herein refer to the schooling, conditioning and education of horses and to additional services that are incidental to training. The terms ‘BOARD’ and “BOARDING” shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. BOARDING services may include the provision of designated horse riding and training arenas and open space, in which the OWNER can ride and work with his horse(s) at times and under circumstances that are agreed upon by the TRAINER. 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 terms “I”, “WE”, “ME’ or “MY” shall herein refer to the OWNER (S) and the parents or legal guardians thereof if a minor.

B. AGREEMENT PURPOSE, CONSIDERATION, SCOPE, AND TERRITORY At the commencement of this agreement OWNER agrees to pay the sum of \$700 per animal, in consideration for this TRAINER undertaking the training of the animal(s) listed under

Clause C. below. Monthly charges are to be paid in advance and are due on **THE 5TH OF EACH MONTH.** This agreement shall be legally binding upon me the OWNER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of the TRAINER'S physical location. This agreement is intended to be valid and binding at all times now and in the future when the TRAINER permits me (directly or indirectly) to enter the TRAINER'S property, be on the TRAINER'S property, be near any horse, receive instruction or guidance from the TRAINER or the TRAINER'S associates and / or when I ride and / or am near horses on or off of the TRAINER'S property. Any disputes by the OWNER shall be litigated in, and venue shall be the county in which the TRAINER is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

C. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE TRAINED

is hereby stated as follows:

1. Name of Horse _____ ID# _____
Breed _____ Color _____ Sex _____ Approx. Value \$ _____
Current Insurer _____ Pol. No. _____
Insurer's Emergency Contact Number _____
Disclose Horse's Vices, Unique Habits _____

Type Of Training desired _____

2. Name of Horse _____ ID# _____
Breed _____ Color _____ Sex _____ Approx. Value \$ _____
Current Insurer _____ Pol. No. _____
Insurer's Emergency Contact Number _____
Disclose Horse's Vices, Unique Habits _____

Type Of Training desired _____

D. FEE SCHEDULE FOR TRAINING SERVICES I / WE AGREE THAT: The TRAINER shall provide OWNER with a fee schedule for training services in advance of the signing of this agreement, which shall become part of this agreement.

OWNER shall pay fees to the TRAINER for training services as below checked:

_____ 1. Horse Training/ Schooling @ 4 Services [rides or lessons (see riding instruction agreement)] a Week.

_____ 2. Grooming/ Clipping [light grooming after trainer rides and/or turnouts].

_____ 3. Handling Horse(s) For Ferrier and Vet.

_____ 4. Exercise/ Conditioning [turnouts, walker, or lunges].

_____ 6. Other _____

E. FEE SCHEDULE CHANGES: I/WE AGREE THAT: Fee schedule may change at any time and should fees change, the TRAINER shall give OWNER no less than 30 days written notice.

F. HORSE HEALTH WARRANTY I / WE AGREE THAT: Each horse shall enter the TRAINER'S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, rabies, West Nile, Flu, and Rhino.

The following up-to-date documents must be presented to the TRAINER by OWNER prior to the entry of horse onto the TRAINER'S premises:

_____ Vet Health Certificate

_____ Worming and Immunization Record

_____ Negative Coggins Test

G. THE TRAINER'S RIGHT OF TERMINATION I / WE AGREE THAT: The TRAINER may terminate this agreement to train any horse(s) for any reasons which may include but not be limited to: animal's poor health or unsoundness; dangerous propensities, habits and / or vices which the TRAINER is not equipped to handle, owner's refusal to obey stable rules or to cooperate with THE TRAINER on reasonable requests relative to the training, management, welfare and safety of animals and / or to people on premises; and / or in event of the TRAINER'S discontinuation of the business

of training of horses. In such event the TRAINER shall give OWNER 10 days written notice to remove animal(s) from premises After all fees have been paid in full this Agreement is concluded. Failure to pay fees or other charges as due shall entitle the TRAINER to immediately terminate this Agreement and to keep the animal in the TRAINER'S possession until all fees and charges are paid in full.

H. OWNER'S RIGHT OF TERMINATION I / WE AGREE THAT: Upon 15 days written notice to the TRAINER, the OWNER may terminate this Agreement for any reason. The TRAINER shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. After all fees have been paid in full this Agreement is concluded

I. LIEN AGAINSET HORSE(S) I / WE AGREE THAT THE OWNER hereby grants a possessory lien against the boarded animal(s) to the TRAINER for the value of all unpaid charges resulting from training and rendering any other services to the animal(s). 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.

J. ROUTINE HORSE CARE REQUIREMENT I / WE AGREE THAT: The horse(s) must participate in the TRAINER'S worming, immunization and teeth floating programs, the cost of which shall be borne by the OWNER.

K. HORSE ILLNESS OR INJURY I/WE AGREE THAT: Should the horse(s) become sick or injured, the TRAINER shall attempt to notify the OWNER immediately. If the OWNER does not immediately inform the TRAINER regarding measures to be taken, and / or if the state of the animal's health requires immediate remedial action, the TRAINER is authorized to request the services of a veterinarian of his choice or to give any other attention that appears necessary to maintain and *or* improve the healthy condition and life of the horse(s). The OWNER shall promptly pay all expenses for all services upon billing.

L. OWNER ACCEPTANCE OF RESPONSIBILITY I / WE ACKNOWLEDGE THAT: During the time that the horse(s) are being trained, the horse(s) shall be in the custody of the TRAINER OWNER has inspected the TRAINER'S premises and / or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNERS horse(s) and OWNER, OWNER'S family, guests and visitors who enter the premises. The TRAINER will exercise reasonable care for the protection of the horse(s) and shall train the horse(s) to the best of his ability. It is understood that each animal is unique and 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-level stresses on the horse(s), both physically and mentally, and that the TRAINER is not responsible for the, results of reasonable levels of training stress that could potentially cause injury, illness and / or loss of horse(s) by death. OWNER is responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody or control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them. OWNER agrees to maintain in force personal liability or other liability insurance that covers the horse(s) and to provide the TRAINER with proof of same. OWNER is also responsible for accidents, 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 in force accident / medical insurance to cover OWNER and family members.

LIABILITY INSURER _____

POL.NO. _____ POLICY LIMITS \$ _____

ACCIDENT/ MEDICAL INSURER. _____

POL. NO. _____

M. INHERENT RISKS/ ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I

agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 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 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has 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 are not limited to: Stopping short Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the TRAINER to list all possible risks for me.

N. CONDITIONS OF NATURE WARNING. UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING I / WE ACKNOWLEDGE

THAT: The

TRAINER is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-

of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the TRAINER to list all possible conditions for me.

O. PROTECTIVE HEADGEAR / WARNING I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by the TRAINER that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving, training, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on the TRAINER and / or his associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

P. DIRECT LOSS TO PERSONAL PROPERTY WARNING I/WE AGREE THAT: The OWNER is hereby warned that while on the TRAINER'S premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment, trailer, and other personal property is not covered by the TRAINER'S insurance. The party who has the financial interest in and / or owns such items has the responsibility to insure the items under his / her own insurance policies.

Q. RELEASE OF LIABILITY I/WE AGREE THAT: In consideration of the TRAINER undertaking the training and related services under the terms set forth herein, that I, the undersigned OWNER, for myself and on behalf of my child and! or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge the TRAINER, his agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of

and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the TRAINER'S and / or his ASSOCIATES' ordinary negligence or legal liability; and I do further agree that except in the event of the TRAINER'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and his ASSOCIATES as stated above In this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal wards in relation to the premises and operations of the TRAINER, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by the TRAINER, or in the care, custody or control of the TRAINER, whether on or off the premises of the TRAINER, but not limited to being on the TRAINER'S premises.

R. EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE: (This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, LA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein.

INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO This AGREEMENT.

S. ADDITIONAL AGREEMENTS Additional clauses to this contract may be entered here or attached on separate page(s). If none, check _____

T. No dogs other than those belonging to the employees of DVG Show Stables and Blue Fox Farms may be present on the property.

The OWNER and Parents or Legal Guardians must sign below **after** reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I/ WE THE UNDERSIGNED, REPRESENT THAT I/ WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/ WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/ WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND AND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF OWNER (Spouses must sign for themselves.) DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/ OR SPOUSE # 1 DATE _____

SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2 DATE _____

Address In Full

Home Phone

Cell Phone

Signature of the TRAINER

DATE

PERSON TO CONTACT INCASE OF EMERGENCY

DAYTIME PHONE NO.

RELATIONSHIP TO OWNER

EVENING PHONE NO.