

Kim Jackson
Freedom Performance Horses
Training Agreement

This Agreement is made as of _____, 20____, between Kim Jackson ("Trainer") and _____ ("Client"). Trainer accepts Client's horse(s), described on the Client Information Sheet, attached hereto, and Client shall place the horse(s) into training upon the terms and conditions set below.

Training services shall be performed for Client's horse(s) at the Broken Arrow Roping Arena (Steve and Cathy Johnson, proprietors), located at 39230 Calaveras Avenue in Coalinga, CA 92310, during the term of this Agreement.

1. FEES. Client agrees to pay Trainer for professional services, board and supplies at the established rate of \$_____ per month at the time services are rendered. All fees for training shall be payable thirty (30) days in advance. Fees or other charges are subject to change upon thirty (30) days notice to Client. All expenses incurred for veterinary, shoeing or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Trainer, unless otherwise stated.

2. TERM AND PAYMENT OF INVOICES. Services shall be provided month-to-month with any partial month pro-rated and invoiced at the beginning of each month. Invoices are payable upon receipt. Upon completion or termination of this Agreement, the remainder of any and all expenses shall be due and payable immediately. Horse(s) will not be released from Trainer's possession until all fees, charges and expenses are paid in full unless other payment arrangements have been made between Trainer and Client.

3. VETERINARY, SHOEING AND RELATED SERVICES. Trainer is authorized to arrange veterinarian and farrier services, as necessary. All veterinarian, farrier and medicine expenses shall be paid by Client. Client agrees to provide Trainer with all health records with regard to horse(s) placed in Trainer's care, upon request. Client agrees that its horse(s) shall be wormed and vaccinated on a regular schedule. Trainer reserves the right to refuse any horse to enter the training facility if same does not appear, in Trainer's opinion, to be in good health and sound physical condition, or is deemed dangerous or undesirable.

Client shall submit a fully completed Client Information Sheet for each horse placed in training.

4. TRAINING OF HORSE(S). Trainer shall train horse(s) and provide instruction to Client and perform all services in accordance with generally accepted professional standards. Trainer shall meet with Client to discuss Client's goals for each horse and provide training accordingly. Client understands that Trainer offers no guarantee or warranty of any kind regarding Trainer's services, in particular, Client understands that while Trainer shall work with each horse to meet Client's goals, Trainer can offer no guarantee that Client's goals will be met within the time period that Client desires, or at all. Each horse is an individual and will progress at its own rate and only according to its own abilities, talents and limitations.

5. SHOWING OF HORSE(S). Unless specifically advised by Client not to exhibit said horse(s), Trainer may, at Trainer's discretion, exhibit said horse(s) at shows of Trainer's choice. It is

further understood that acceptance of Client's horse(s) does not obligate Trainer in any way to show the horse(s), nor does Trainer guarantee that horse will be shown at any shows.

At the rate of _____ per mile, Trainer shall provide any necessary transportation to and from shows or other locations, such as vet, as necessary. In the event professional horse transport services are utilized, Client agrees to pay all applicable charges.

Client shall pay any entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse(s) is/are being shown or transported, including any lay-up charges in transit. Client shall also pay a pro-rata share of the expenses incurred for Trainer's travel, meals and lodging expenses, as well as any other related expenditures incurred while away from Trainer's facility. Client shall receive all show awards. Client shall receive one hundred percent (100%) of all monies earned unless otherwise agreed upon.

6. FEED, FACILITIES AND SERVICES. Trainer shall provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse(s) in training. Supplemental feed recommended by Trainer are at Client's option and expense. Client acknowledges that Client has inspected the facilities and finds same in safe and acceptable order.

7. RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is/are in the custody of Trainer, Trainer shall not be liable for any sickness, disease, theft or death or injury which may be suffered by the horse(s) or any other course of action, whatsoever, arising out of or being connected in any way with the boarding of the horse(s) including any negligence on the part of Trainer, its agents and/or employees. This includes, but is not limited to, any personal injury or disability the horse(s), Client or Client's guests, may receive while on training facilities premises. Trainer recommends that Client obtain mortality, major medical and loss of use insurance on horse(s). Obtaining and maintaining such insurance is Client's sole responsibility. It is also Client's sole responsibility to seek any pre-authorizations for treatment required by Client's insurer(s) and to otherwise provide any information or documentation that Client's insurer(s) may require. Further, Client shall be solely responsible for managing any claims submitted to Client's insurer(s), including submission of any information and documentation necessary or advisable for Client's insurer(s) to process such claims.

CLIENT FULLY UNDERSTANDS THAT TRAINER DOES NOT CARRY ANY INSURANCE ON ANY HORSE(S) NOT OWNED BY TRAINER FOR BOARDING OR FOR ANY OTHER PURPOSES. WHETHER PUBLIC LIABILITY, ACCIDENTAL INJURY, THEFT OR EQUINE MORTALITY INSURANCE AND THAT ALL RISKS CONNECTED WITH BOARDING, TRAINING RIDING OR FOR ANY OTHER REASON FOR WHICH THE HORSE(S) IS/ARE IN THE POSSESSION OF, AND ON THE TRAINING FACILITY PREMISES ARE TO BE BORNE BY CLIENT.

8. EMERGENCY CARE. Trainer agrees to attempt to contact Client should Trainer feel that medical treatment is needed for the horse(s), but if Trainer is unable to contact Client, Trainer is then authorized (but is under no duty) to secure emergency veterinary care as Trainer, in Trainer's discretion, deems necessary for the health and well-being of the horse(s). All cost of such care secured shall be paid by Client. As such, Trainer is authorized, as Client's agent, to arrange direct billing to Client. Trainer shall assume Client desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless Trainer is instructed herein or on Client's Information Sheet, by Client that the horse(s) is/are not surgical candidates. Client agrees to notify Trainer of any and all changes of addresses,

emergency telephone numbers, itineraries or other information reasonably necessary to contact Client in the event of an emergency.

9. **ACKNOWLEDGEMENT OF RISK.** Client understands and acknowledges that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, saddles or bridles may loosen or break - all of which may cause a rider to fall or be jolted, resulting in serious injury or death. Client acknowledges that horseback riding is a dangerous activity and involves RISKS that may cause **SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and behavior of horses regardless of their training and past performance. Client voluntarily assumes the risk and danger of injury or death inherent in the use any horse(s), equipment and tack provided by Trainer.

10. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE.** Client hereby releases and promises not to sue Trainer, doing business under its own name or any other name and/or any of its owners, officers, employees and agents for any loss, liability, damage or cost whatsoever arising out of the training, riding or use of Client's horse(s) or by other horses being trained or boarded by Trainer, including loss, damage or injury arising out of negligence of Trainer or any of Trainers agents or employees.

11. **HOLD HARMLESS.** Client agrees to indemnify, and save and hold Trainer harmless from and against any loss, liability, damage or cost arising from damage or injury caused by Client's horse(s) to anyone. Trainer reserves the right to terminate this Agreement if, in Trainer's opinion, the horse(s) is/are dangerous, not trainable, unhealthy, not sound or otherwise unfit for training. Upon such notice from Trainer, Client shall remove said horse(s) within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Trainer also reserves the right to demand such payment in cash, money order or cashier's check. Upon payment of all fees, this Agreement shall be deemed terminated.

12. **LIMITATION OF ACTION.** Any action or claim brought by Client against Trainer arising out of or related to this Agreement or the training, riding or boarding of the Client's horse(s) must be brought within one (1) year of the date such claim or loss occurs.

13. **OWNERSHIP - COGGINS TEST.** Client warrants that he/she owns the horse(s) and will provide proof satisfactory to Trainer of a negative Coggins test, upon request.

14. **CHANGES OR TERMINATION OF THIS AGREEMENT.** This Agreement may be changed by Trainer upon thirty (30) days notice, regardless of the training period. All notices must be issued in writing unless otherwise agreed upon by the Parties. The receipt of updated rates shall constitute notice of change and all rate changes or regulation changes as may be deemed appropriate by Trainer.

15. **RULES AND REGULATIONS OF TRAINING FACILITY.** As Trainer is under a separate agreement with the proprietors of the Broken Arrow Roping Arena for the use of its facilities for the purpose of horse training, Client agrees to read and sign a Release of Liability provided by said training facility to coincide with the term of this Agreement.

16. **RIGHT OF LIEN.** Client is given notice that Trainer has a right of lien as set forth in the laws of the State of California, for the amount due for the board and keep of such horse(s), and also for storage and services. Trainer shall have the right to retain the horse(s) and other property belonging to Client until the amount of said indebtedness is discharged or the Trainer forecloses

on the lien and may sell the horse(s) and property in accordance with applicable law to satisfy the debt owed to Trainer. Client shall also be responsible to pay all costs of sale including legal fees incurred by Trainer. Trainer also has the right to demand that all indebtedness be paid in cash, cashier's check or money order.

17. PROPERTY IN STORAGE ON PREMISES. Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at training facility as same is stored at Client's risk. Trainer shall not be liable for the theft, loss, damage or disappearance of any tack or equipment taken to horse shows or clinics.

18. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. No other agreements, promises or representations, verbal or implies, are included herein unless specifically stated in this written Agreement. This Agreement is made and entered into in the State of California and shall be enforced and interpreted in accordance with the laws of the State of California.

19. ENFORCEABILITY AND SEVEREABILITY. In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions shall be deemed in full force and effect.

CLIENT (OR AUTHORIZED AGENT) CONTACT INFORMATION

NAME _____
ADDRESS _____
CITY/STATE _____
PHONE _____
SIGNED _____ DATE _____

PARENT OF GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this Agreement (referred to as "Client" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____, acting as parent, natural guardian or legal guardian of _____, hereinafter "Minor", hereby affirms that he/she has read this Agreement, understands this Agreement and understands that this Agreement is a release of all claims for injury, death and property damage and understands and consents to the terms on behalf of him/herself and on behalf of Minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost they may incur because of any defect in or lack of capacity to act on behalf of Minor in executing this Agreement.

SIGNED BY _____

TRAINER CONTACT INFORMATION

NAME Kim Jackson, Freedom Performance Horses

ADDRESS 35299 W. HWY 198

CITY/STATE Coalinga, CA 93210

PHONE (559) 240-5028 Cell

SIGNED _____ **DATE** _____

Freedom Performance Horses