

Training Agreement

THIS AGREEMENT is made on ____ day of _____, 20__, by and between Jim and Carol Tice, dba as Rocking T Ranch hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner", and if Owner is a minor, Owner's parent or guardian. Trainer accepts Owner's horse(s), described on the attached Exhibit "A" for training, and Owner shall place the horse(s) into training upon the terms and conditions set for below.

1. FEES, TERM AND LOCATION. Owner agrees to pay the Trainer for professional services, board and supplies at established rates in effect 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 Owner. All expenses incurred for veterinarians, shoeing or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by Trainer.

2. PAYMENT OF INVOICES. 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. The horse(s) will not be released from Trainer's possession until all fees, charges and expenses are paid in full.

3. VETERINARIAN, SHOEING AND RELATED SERVICES. Owner shall arrange veterinarian and farrier services as necessary. All veterinarian, farrier and medicine expenses shall be paid by Owner. Owner agrees to provide Trainer with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within fifteen (15) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expenses for same shall be the obligation to Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to Owner. Trainer reserves the right to refuse any horse upon the premises if same does not appear to Trainer to be in good health, or is deemed dangerous or undesirable or the Owner fails to worm or vaccinate the horse on a regular schedule.

Owner shall submit a fully completed Owner's Information Sheet for each horse on the premises belonging to Owner within forty-eight (48) hours of deliver.

4. TRAINING OF HORSE. The trainer shall train horse and Owner and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse and rider. Trainer shall furnish all labor, provide suitable facilities and care for horse in an adequate manner with feed being determined by the Trainer.

5. SHOWING OF HORSE. Unless specifically advised by the Owner not to exhibit said horse, Trainer may, at Trainer's discretion, have the horse shown at the horse shows of Trainer's choice. It is further understood that acceptance of Owner's horse does not obligate Trainer in any way to show the horse, nor does Trainer guarantee that horse will be shown at any shows. Trainer shall provide any necessary transportation to and from the shows at the rate of one dollar per mile, or as stated on current Rate Sheet then in effect. In the event professional horse transportation services are utilized, Owner agrees to pay all applicable charges. Owner shall pay any entry fees, ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any lay-up charges in transit. Owner shall also pay a pro-rata share of the expenses incurred for Trainer's and Trainer's employees' travel, meals and lodging expenses, costs of grooms and related expenditures incurred while away from the Trainer's stable. Owner shall receive all trophies and ribbons. Owner shall receive one hundred percent of all money earnings

unless otherwise agreed. Prior to the disbursement of any winnings, the party paying the above mentioned fees and expenses related to the show shall be entitled to be reimbursed.

6. DEATH OF HORSE. In the event of the sale or death of the horse, or if the horse becomes unfit to train, Trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating the agreement upon payment of all expenses and fees.

7. 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 animals in training. Owner acknowledges that Owner has inspected the facilities and finds same in safe and acceptable order.

8. 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, estray, theft or death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of the horse(s) including 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, Owner or Owner's guests, may receive on Trainer's premises.

THE OWNER FULLY UNDERSTANDS THAT TRAINER DOES NOT CARRY ANY INSURANCE ON ANY HORSES 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 IN THE POSSESSION OF, AND ON THE PREMISES OF TRAINER ARE TO BORNE BY THE OWNER. IN THE EVENT A COURT SHOULD FIND THE TRAINER LIABLE TO OWNER FOR EQUINE DEATH OR INJURY TO THE HORSE, SUCH LIABILITY SHALL BE LIMITED TO AND NOT EXCEED TEN THOUSAND DOLLARS (\$10,000).

Owner agrees to maintain mortality insurance on all horses in Trainer's care, custody and control and disclose this entire agreement to Owner's insurance company and provide Trainer with the company's name, address and policy number.

9. EMERGENCY CARE. Trainer agrees to attempt to contact Owner should Trainer feel that medical treatment or farrier service is needed for the horse(s), but if Trainer is unable to contact Owner, Trainer is then authorized (but is under no duty) to secure emergency veterinary or farrier 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 Owner within fifteen (15) days from the date Owner received notice thereof, or Trainer is authorized, as Owner's agent, to arrange direct billing to Owner. Trainer shall assume that Owner 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 Owner's Information Sheets, by Owner that the horse(s) is/are not surgical candidates. Owner agrees to notify Trainer of any and all changes of addresses, emergency telephone number, itineraries or other information reasonably necessary to contact owner in the event of an emergency.

10. ACKNOWLEDGMENT OF RISK. Owner 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, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted, resulting in serious injury or death. Owner 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 irrational behavior of horses, regardless of their training and past performance. Owner voluntarily assumes the risk and danger

of injury or death inherent in the use of any horse(s), equipment and gear provided by Trainer.

11. RELEASE, DISCHARGE AND PROMISE NOT TO SUE. Owner hereby releases and promises not to sue the 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 Owner's horses or by other horse(s) being trained or boarded by Trainer, including loss, damage or injury arising out of negligence of Trainer or any of Trainer's agents or employees.

12. HOLD HARMLESS. Owner 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 Owner's horse(s) to anyone. Trainer reserves the right to terminate this contract if, in Trainer's opinion, the horse(s) is dangerous, not trainable, unhealthy, handicapped or otherwise unfit for training. Upon such notification, Owner 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 contract shall be deemed terminated.

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

14. OWNERSHIP-COGGINS TEST. Owner warrants that he owns the horse(s) and will provide proof satisfactory to Trainer of the negative Coggins test upon request.

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

16. RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Trainer, and acknowledges receipt of same. In the event someone other than the Owner shall request to ride, groom or take possession of the horse(s), such person shall have written authority signed by the Owner to obtain the horse(s).

17. RIGHT OF LIEN. The Owner 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 Owner 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. The Owner 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.

18. PROPERTY IN STORAGE ON STABLE'S PREMISES. Trainer shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Owner'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.

19. ENTIRE AGREEMENT. This Contract represents the entire agreement between the Parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This Contract 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.

20. ENFORCEABILITY OF CONTRACT AND SEVERABILITY. In the event one or more parts of this Contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER (OR AUTHORIZED AGENT)

NAME _____

ADDRESS _____

CITY/STATE _____

TELEPHONE _____

BY: _____

PARENT/GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this agreement (referred to as the "Owner" 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 had read the Agreement, understands the Agreement and understand that the 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 the 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.

BY: _____
Parent/Guardian of _____

TRAINER

NAME Jim and Carol Tice, dba Rocking T Ranch

BY: _____

DATE: _____