RUFF RANCH Training Contract

It is hereby agreed to as follows:

Definitions – The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animal(s) 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 or animals to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the developing, conditioning and education of horses. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor.

Agreements Purpose and Consideration – At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal(s) listed below and to provide other incidental services according to terms and conditions set forth herein. OWNER agrees to pay the TRAINER a NON-REFUNDABLE booking fee of $50. OWNER agrees to pay to the TRAINER the sum of $ per month for each animal. Monthly charges for training and other incidental services are due each month prior to training.

Disclosure of Information About Horses to be Trained

Horses Name _____

◯ Mare ◯ Gelding ◯ Stallion Birth Date _____

Breed _____ Color _____

Current Insurer _____ Policy # _____

Insurer Emergency Phone # _____

Fee Schedule for Training Services – TRAINER shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of his/her agreement. TRAINER'S fee schedule may change at any time. Should such a change be required TRAINER shall give 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 for this area. The following up-to-date documents must be presented to TRAINER by OWNER prior to the entry of horse onto TRAINER'S premises.

- ☐ Veterinarian Health Certificate
- ☐ Negative Coggins Test
- ☐ West Nile Virus Vaccine
- ☐ Worming and Immunization Record
- ☐ Strangles Vaccine when recommended here

Trainer's Right to Refuse Services – TRAINER reserves the right to refuse the continuation of training services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness, dangerous propensities, habits and/or vices, and/or non-trainable condition which TRAINER may not be equipped or capable to handle; OWNERS 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 such event TRAINER shall give OWNER 5 (five) days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay training and other fees as due shall also entitle TRAINER to immediately terminate this agreement and to keep the animals in the TRAINER'S possession until all fees and charges are paid in full.

Routine Horse Care Requirement – Horses in training must participate in TRAINER'S worming, immunization and teeth floating programs, the cost of which shall be borne by OWNER.

In Event of Horse Illness or Injury – Should the horses become sick or injured, TRAINER shall attempt to contact the OWNER immediately. If OWNER does not immediately inform TRAINER regarding measures to be taken, or if the state of the animal's health requires immediate action in the TRAINER'S opinion, TRAINER is authorized to request the services of a veterinarian of his/her choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.

Inherent Risks Warning and Nature of the Horse – WARNING: UNDER WASHINGTON LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Direct Loss To Personal Property Warning – OWNER is hereby warned that while on TRAINER'S premises direct loss or damage, theft or injury to OWNER'S horses, tack, equipment, and trailer is not covered by TRAINER'S insurance. The actual OWNER, having the 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.

Owner Acceptance of Responsibility – During the time that the horse(s) are being trained the horses shall be in the custody of the TRAINER. OWNER has inspected the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horses. TRAINER will exercise reasonable care for the protection of the horses and shall train horses. TRAINER will exercise reasonable care for the protection of the horses and shall train the animal(s) to the best of his/her ability. It is understood that each animal is unique and the TRAINER cannot guarantee the results or degree to which the horses will be trained. OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and 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 life caused by or to the animals while in the control of the OWNER, OWNER'S family members, invitees or other handlers or agents appointed by them and also for any acts of the horses caused by vices or dangerous behavior not disclosed to the TRAINER by OWNER. 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 horses. OWNER agrees to at all times maintain adequate accident/medical insurance to cover OWNER and family members.

Personal Liability Insurer _____ Policy # _____

Accident Medical Insurer _____ Policy # _____

Release of Liability – In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER'S owners,

agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER'S behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TRAINER'S and/or TRAINER'S ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and TRAINER'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER.

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 the state and county of domicile of the TRAINER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in the venue shall be the county in whichTHIS STABLE is physically located. If any clause, phrases or word is in conflict with Washington State Law then that single part is null and void.

Lien Against Boarded Animal – The OWNER hereby grants a possessory lien against the animals in training to the TRAINER for the value of any 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 Washington.

Owner's Right of Termination – Upon 7 (seven) days written notice to the TRAINER, after minimum training period of 30 (thirty) days, the OWNER may terminate this agreement for any reason. The 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.

Additional Agreements – Additional agreements should be listed here, and be individually initialed by each party. If none, check here ☐

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

RUFF RANCH Training Contract

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

TRAINER'S Name _____

_____ _____

Signature of TRAINER Date

OWNER'S Name _____

Address _____

City _____ State _____ Zip Code _____

E-Mail _____

E-Mail (2) _____

Phone Number _____ Cell Number _____

Veterinarian _____

_____ _____

Signature of OWNER Date