

**EQUINE TRAINING AGREEMENT
MUSTANG MEADOWS LLC**

This Equine Agreement (the "Agreement") is being entered into by ELECIA COLLINS ("stables") of MUSTANG MEADOWS LLC and

_____, ("Client") of

(Address) _____ (City) _____

(State)____(Zip)_____

as of ____/____/____ (Date).

Term

The term of this agreement shall be 30 days,commencing on the date set forth above. Client understands that the Stable will require the animal to be hauled to the Client once the training term has ended. Stable requires 10-day notice, in writing, if Client intends to sell or move horse. **No animal under any circumstance is permitted on the property without current negative Coggins, Release of Liability, and payment.** Special circumstances may exist, and animals permitted on the property could be quarantined and/or not allowed in specific areas of the property or Stable until requirements have been met.

Under Maine Law (Chapter 743 Title7) an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

Identification of Horse – Client 's horse(s) to be housed by the Stable:

(Registered Name)_____

(Stable Name)_____

(Breed)_____

(Sex)_____

(Age or Date of Birth)_____

Client 's Contact Information

(Name) _____

(Address) _____

(City) _____ (State) _____ (Zip) _____

(Office Phone) _____ (Cell Phone) _____

(Home Phone) _____

(E-mail) _____ (Gender) _____

(Age) _____

(Level of experience with horses in general – circle one): Beginner, Intermediate, Advanced

(Level of experience with this horse – circle one): Beginner, Intermediate, Advanced

Training Package:

- Training With Board

Elecia Collins will provide weekly Training, as well as board on property for the horse. Elecia will be responsible for adequate feeding, watering, and care for the animal. Feed shall be provided up front by the owner as previously discussed.

Additional request:

Additional Service Billed Monthly Upon Request:

- Farrier – Bill at cost
- Trailering - \$3.75 per loaded mile
- Sales Consignment – 10% of sale price. Additional agreement required
- Special feed required by senior or Sport horses is available through management

(For any additional services you may need that are not listed please speak to Equine Director)

1. Client ship of/Authority over Horse

- A. Client represents and warrants that they are the Client of record of Horse, or that they have express authority of the Client of record to enter into this Agreement and to house Horse with Stable. If Client is not the Client of record of Horse, Client nonetheless agrees to be fully bound by the terms of this agreement, and liable for all sums here under.

2. Release and indemnity

- a. If animal becomes ill or injured, the Stable shall attempt to telephone the Client immediately. If Client does not immediately inform the Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, The Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Client shall take full responsibility of the animal including, but not limited to damage to the Stable's properties such as stalls, buckets, lighting, fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Client, his/her family, invitee, agents or any other persons or their property.
- b. Client shall have sole responsibility for maintaining insurance coverage for and with respect to Client's animal and other personal property, including without limitation appropriate policies of property and liability insurance.
- c. Client acknowledges and accepts the risks and dangers inherent in equine activities("Equine Related Risks") including without limitation: the propensity of an animal to behave in ways that may result in injury or harm to, or the death of persons on or near the animal or result in an injury or death to other animals, including Client's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or an animal's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse Client to not maintain control over its horse or horses.
- d. Client EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY Client OR Client'S ANIMAL, OR THEIR PRESENCE UPON STABLE PROPERTY AND FACILITIES, including without limitation: Equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire, explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.
- e. Client hereby releases, exonerates and absolves Steve Collins, Elecia Collins, Mustang Meadows LLC, Belgian Meadows Farm LLC, it's officers, Client s, staff members, volunteers, employees, sponsors, organizers, agents, and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue them or any of them on account of or in conjunction with any claims causes of action, injuries, damages, or expenses

(collectively “{Liabilities}”) arising out of the use or presence upon Stable property and facilities by Client, or Client’s animal, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

f. Client hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.

h. If the market value of the above-named animal is in excess of \$9,999.00 (nine thousand nine hundred and ninety dollars) Client must provide valuation documentation and provide adequate insurance coverage for the above-named animal. The Stable will not be held liable for any claims whatsoever.

3. **Horse’s Physical Condition/Special Care**

- o To Client’s knowledge, Horse is currently sound, disease-free, and in good condition, and not in need of any special care.
 - Exceptions:

4. **Horse’s Behavior**

Client states that the Horse exhibits the following behavioral traits:

5. **Hours of Visitation/Access**

- o The Client will have limited access to the horse while it is enrolled in training. Clients must advise stables with sufficient time of any visitation, planned or unplanned. Client is only able to plan visitation within working hours that have been approved by the Stables.

6. **Safety and Release From Liability:**

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD’S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF NEGLIGENCE OF STABLE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

_____ Initial: **RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK**. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold Stable, its Client s, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

_____ Initial: **Death or Injury to Horse**. Stable, its Client s, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

_____ Initial: **HOLD HARMLESS, DEFEND AND INDEMNIFY**. Client agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way conducted with Client 's use of Stable, presence at Stable's facilities. Horse's conduct, Client 's use or access to Horse, or Client 's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, arise out of the subject matter of this Agreement.

Client :

MUSTANG MEADOWS:

Signature _____ Owner/ Trainer : _____

Date: ____/____/____

Date: ____/____/____