

TRAINING AND RELEASE OF LIABILITY

THIS RELEASE AND AGREEMENT ("Agreement") is entered into by and between Janejill and Bill Tointon, the owner(s) of the real property and structure(s) more particularly described below ("Owner"), Monique Potts ("Trainer") and _____ ("Horse Owner").

WHEREAS, the Owner has offered to allow Horse Owner to board it's horse at Owner's property located at 5400 Niwot Rd., Longmont, CO 80503 so that said horse can be trained by Trainer.

AND WHEREAS, Horse Owner's said horse _____, will be boarded and trained by Trainer at the Owner's property at the cost of

\$900 per month for board Paid Separate please fill out the board contract.

Full training\$1400 _____ , 3-5 days per week

Half training\$1000 _____, 2-4 days per week

This is for pasture board and feed consists of grass hay and pasture grass only. Said Horse

AND WHEREAS, Horse Owner will be responsible for all veterinary care for said horse. In the event that said horse requires emergency veterinary treatment, Owner or Trainer will attempt to contact Horse Owner via cell phone _____. If Horse Owner cannot be reached after a reasonable amount of time, Owner or Trainer has the authority to contact a veterinarian for care and Horse Owner will be billed directly. If Horse Owner has a preferred veterinarian that Owner(s) should try and contact first insert the contact information of the veterinarian below.

Veterinarian _____

Phone Number _____

NOW THEREFORE, for the mutual promises and agreements, and other good and valuable consideration set forth in this Agreement, including the mutual promises and waivers herein, the parties agree as follows:

- 1.The Owner hereby grants Horse Owner the right to enter the property for the purpose of caring for and visiting said horse at reasonable hours and within a reasonable scope of use.
- 2.Horse Owner assumes liability for the health and well-being of said horse per C.R.S. § 13-21-119.

3. Owner and Trainer shall not be liable for any sickness, disease, theft, death or injury suffered by said horse.

4. The Horse Owner understands that horses are large, possibly dangerous, flighty living animals that can frequently injure themselves. With that, Horse Owner agrees that while the horse is boarded/trained with Trainer/Owner, Trainer/Owner shall not be liable for any injury, sickness, death or theft suffered by the horse or any other cause of action arising from or connecting to the boarding/training of said horse.

5. During the time that the horse(s) are being trained the horse(s) shall be in the custody of the Trainer. Horse Owner has inspected the Trainer's/Owner's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for the Horse Owner's horse(s). Horse Owner further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and that 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 horse(s) by death. Horse Owner further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animals while in control of the Horse Owner, Horse Owner's family members, invitees or other handlers or agents appointed by them, and also for any acts of the Horse(s) caused by vices or dangerous behavior not disclosed to the Trainer by Horse Owner. Horse Owner is also responsible for accidents, injuries, and loss of life sustained by Horse, Horse Owner's family members, invitees and agents caused by or in relation to the Horse Owner's horse(s).

6. Horse Owner fully understands that Trainer/Owner does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer/Owner are to be borne by the Horse Owner.

7. The standard of care applicable to Trainer/Owner is that of ordinary care of a prudent horse owner and not as a compensated Bailee. In no event shall Trainer/Owner be held liable to Horse Owner for equine death or injury. Horse Owner agrees to obtain equine insurance for any animals, at Horse Owner's expense, or forego any claim for any amount. Horse Owner agrees to disclose this entire agreement to Horse Owner's insurance company and provide Trainer with the company's name, address and policy number. Failure to disclose insurance information shall be at the Horse Owner's risk.

Company Name _____ Policy # _____

8. Each horse(s) shall enter the Trainer's/Owner's premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least 7 days prior to arriving at the training facility. Trainer will make an effort to keep each horse in good heal but

cannot guarantee each horse's health. Horse Owner must present the following up-to-date documents to Trainer prior to the entry of horse onto Trainer's/Owner's premises.

_____ Worming and Immunization Record

_____ Negative Coggins Test

8. Trainer shall train said horse. However, Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends on the individual physical and mental ability of each horse and rider. Trainer reserves the right to terminate this agreement if in Trainer's sole opinion; said horse is dangerous, not trainable, unhealthy, or otherwise unsuited for training. If horse becomes lame or injured no refund will be given unless horse is out of work for two or more weeks of the month. One lesson per week is included with the training package while said horse is in training. No make ups allowed unless prior arrangement is made with TRAINER.

9. Horse Owner agrees to hold Owner, Trainer and such representatives harmless from any loss, injury, liability, damage, demand or claim incurred in connection with the boarding and training of said horse or by way of Horse Owner, agents and representatives (and their guests) being present on the Owner's property.

10. The Owner is given notice that Trainer/Owner has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, Trainer/Owner will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Trainer/Owner exercises the Trainer's/Owner's lien rights an above-described for non-payment this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Trainer's/Owner's representatives setting forth the material facts of the default and foreclosure as well as Trainer's/Owner's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney Horse Owner agrees to pay fees, costs, and other related expenses for which a minimum charge of \$1,000.00 will be assessed.

11. Upon written notice to Trainer Horse Owner may terminate this agreement for any reason. Horse Owner is not entitled to a refund. Trainer/Owner shall be paid for all fees incurred up to the termination time. After all fees have been paid in full the agreement is concluded.

12. Board and training due the 1st of each month. A \$25 late fee will be charged on accounts not paid by the 5th of each month.

13. Colorado law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not; confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement shall be subject to mandatory mediation prior to mandatory arbitration, the prevailing party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

WARNING:

UNDER COLORADO 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, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

Dated this ____ day of _____.

Horse Owner

By: _____

Owner

By: _____

Trainer

By: _____