

THIS AGREEMENT is made this _____ day _____ 2019 by and between Foundations and Beyond Horsemanship/Ted Nicholes hereinafter referred to as "Trainer" and

Owner: _____

Address _____ County _____

City _____

Phone numbers _____

Email _____

1. This agreement pertains to OWNER's horse;

Name of horse _____

Breed _____

Date foaled _____ Sex _____

Color _____ approx. value _____

Insurance company _____ Contact number _____

Insured amount _____ Policy number _____

Unsoundness/Medical History

Preferred veterinarian _____

Preferred farrier _____

Owner certifies by his/her signature below that he or she owns the horse, or otherwise has legal rights to possess the horse.

1.a (second horse)

This agreement also pertains to OWNER's horse;

Name of horse _____

Breed _____

Date foaled _____ Sex _____

Color _____ approx. value _____

Insurance company _____ Contact number _____

Insured amount _____ Policy number _____

Unsoundness/Medical History

Preferred veterinarian _____

Preferred farrier _____

Owner certifies by his/her signature below that he or she owns the horse, or otherwise has legal rights to possess the horse.

2. Fee and Training Period

2.a. Owner agrees that the fee for fundamentals training is \$1600 per horse. Of said fee, 50% shall be payable upon delivery of the horse and 50% payable upon pickup of horse. Owner agrees that they are responsible for furnishing all feed, supplements and supplies. In the event Trainer furnishes any feed, supplements and/or supplies, Owner agrees to reimburse Trainer for any and all such expenses. Owner also agrees to be responsible for any farrier care deemed necessary by Trainer.

Owner understands that the typical training period for a horse in Foundations and Beyond Horsemanship's fundamental training program is six weeks but that this time period is an estimate only and may vary considerably in length depending on the individual progress of the horse.

2.b. Training spots are reserved on first come, first served basis. A \$200 deposit and signed agreement should be delivered to FAB Horsemanship, 2765 SW 3rd Avenue, Fruitland, Idaho 83619. Once your deposit is received your spot is booked. The deposit will be applied to the first 50% of the training fee. In the event that the training spot is canceled by the owner without a thirty-day advance notice the deposit may be forfeit.

3. TRAINING REVIEW and PICKUP

Owner agrees that upon and/or before pickup of horse at completion of training the horse's future and/or regular handler and/or owner will spend a minimum of six hours with the Trainer and the horse reviewing and applying training the horse has received.

4. VACCINATIONS

Owner certifies that the horse is free of all communicable diseases upon delivery to Trainer, and is properly up to date on vaccinations.

5. EMERGENCY CARE

Trainer agrees to employ reasonable attempts to contact Owner, in the event of horses' medical emergency. If Trainer is unable to contact Owner, and if emergency care appears warranted in the reasonable opinion of Trainer, Trainer shall secure emergency veterinary and/or farrier care deemed reasonably necessary for the health and wellbeing of the horse. Trainer assumes that the Owner does desire surgical care for the Horse, if recommended by a veterinarian in the case of life threatening colic or other life threatening condition, unless Trainer is expressly instructed in writing by Owner that surgical care is not desired for horse. Owner agrees that Trainer is authorized, as Owner's agent, to arrange direct billing to the Owner for emergency care.

6. INSURANCE

Owner agrees that it is the Owner's sole responsibility to insure the horse if they so choose. Owner is aware that Foundations and Beyond Horsemanship does not carry any insurance on horse, that the horse is not covered by Trainer under any public liability, accidental injury, theft or equine mortality insurance. Therefore, Owner agrees that all risks connected with training (or for any other reason for which the horse is in the possession of the Trainer) are to be borne by Owner.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

Owner, agrees to hold harmless and release Trainer and/or Trainer's associates, apprentices, agents, family members and employees from any and all loss, damage or legal liability arising from any fault or negligence of Trainer and/or Trainer's associates, apprentices, agents, family members and employees. Owner agrees to bring no claims, demands and/or litigation against Trainer and/or Trainer's associates, apprentices, agents, family members and employees. Owner also releases the property owner/s of any properties the horse may be on at any time during training period.

Trainer shall not be liable for any sickness, disease, theft, death or injury that may be suffered by the horse while in Trainer's custody, nor for any other damages or injury arising out of or connected with boarding, trailering and/or training or other services relevant to this Agreement. Trainer will not be liable for any personal injury or disability which the Owner, and their agents, representatives, family or guest may receive while on premises.

Owner agrees to indemnify and hold Trainer harmless from any claim related to damages, illness, or injury to or caused by the horse. Owner acknowledges the inherent risks associated with equine activities, and is willing and able to accept full responsibility for his/her own safety and welfare and releases the Trainer and any other equine Owner or agent.

Owner also acknowledges that Owner executes this agreement on behalf of Owner, as well as all of Owner's children, family members and guests.

Trainer agrees to assume all risk to persons and property associated with boarding and/or training horse and to hold harmless Owner in the case of any damage and/or injury to any persons involved in training and/or care of horse as well as to any damage and/or injury to property and/or equipment.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

Owner signature/date

Trainer signature/date

If you do not desire emergency surgery, specify so and initial below.
