



TRAINING AGREEMENT AND LIABILITY RELEASE

The Equestrian Connection LLC
(Hereinafter known as "Trainer")
811 South Moore School Rd • Troy, MO 63379 • 636-462-1460

THIS AGREEMENT, dated _____, is made between
The Equestrian Connection LLC, (hereinafter "Trainer") and:

_____ (hereinafter "Client")

Address _____ County _____

City _____ State _____ Zip Code _____

Phone Number(s) _____ Age _____

Social Security and/or Federal Tax # _____

Horse Riding Experience:

Number of hours ridden in last year _____

Describe Experience (i.e., lessons, indoor arena, outside riding)

Does rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse?

Yes No (check one) if "yes" describe here: _____

Horse. This contract pertains to the following horse (hereinafter "Horse").

Name _____ Registration No. _____

Color _____ Sex _____

Level of Prior Training _____

List any habits, vices, or dangers in handling or riding the horse:

Warning: Under Missouri law, an equine activity sponsor or 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 the revised statutes of Missouri. RSMo. 537.325.

SERVICES TO BE COVERED BY THIS AGREEMENT:

LEVEL OF TRAINING TO BE TAUGHT- Horse shall show signs of regression from the present conflict behaviors at the completion of training period. (Horse is showing signs of reoccurring flight while in training with others. Horse will be taught Basic Control, Lightness, Rhythm and Line. This training methodology will also be taught to Client.

STYLE OF TRAINING TO BE TAUGHT- Client and Horse will be taught through a process coined by Trainer called Connective Horsemanship.

DURATION OF TRAINING AGREEMENT- This agreement will be performed over a consecutive 4 week period. Horse shall be trained a minimum of one hour each day, four times per week. At the termination of this period client is required to spend no less than (4) four hours learning cueing systems from trainer at an additional rate pursuant to fee schedule.

LOCATION OF TRAINING- This training agreement will be performed at Trainer's facility.

- o Facilities name: National Equine Behavior Center
- o Address: 811 South Moore School Rd.
- o City: Troy State: Missouri Zip code: 63379

FEE FOR TRAINING - The cost for this 16 hour training period shall be \$ _____ (_____.) This agreement will be billed in whole. Client is required to attend a four hour coaching sessions with trainer, which will be billed at rate of \$100.00 per hour. All payments must be made with cash, certified check, or money order; no personal checks will be accepted. Client is solely responsible for providing the horse with all necessary care requirements, such as feed, hay, water, shelter, and veterinarian care. Client is also responsible for all boarding fee's incurred by Horse while in training with Trainer.

TRANSPORTATION FEES- Transportation is available at the cost of \$85 within a 20 mile radius of The Equestrian Connection. Additional mileage is at the rate of \$2 per loaded mile.

DEPOSITS AND/OR REFUNDS- There will be no refunds of any money paid to Trainer. All deposits, money, and fee's are non-refundable. Client understands and waives their rights to any refund of any deposits, money, and fee's paid to trainer. Client understands and fully agrees to these conditions: _____ (initials)

LIABILITIES AND INDEMNIFICATION:

EMERGENCY CARE—ACCIDENTAL INJURY AND/OR ILLNESS – In the event of accidental injury and/or illness Trainer agrees to attempt to contact owner should Trainer feel that medical treatment is needed for horse, and if Trainer is unable to contact owner, Trainer is then authorized to secure emergency veterinary and/or blacksmith care required for the health and well being of horse. Owner shall pay all costs of secured care. Trainer is authorized, as owner's agent, to arrange direct billing to the owner.

RISK OF LOSS - While horse is in care, custody or control of Trainer, Trainer shall not be liable for any sickness, disease, theft, death or injury which may be suffered by horse or any other cause of action, whatsoever, arising out of or being connected in any way with the training and boarding of horse. This includes, but is not limited to, any personal injury or disability the horse may receive while in care, custody or control of trainer. The owner fully understands that Trainer does not carry any insurance on any horses not owned by it for boarding or training purposes, for which the

horse is covered under any public liability, accidental risks connected with boarding and training or for any other reason for which the horse is in possession on the premises of Trainer, are to be borne by the owner.

INSURANCE - Owner shall bear all risk of loss from death of or any harm to said horse unless such loss is caused by gross negligence of Trainer, his agents, contractors, or employees, in which case Trainer shall bear such loss. If the Owner has an insurance policy Trainer must be provided with a copy.

I do have insurance for said horse

Policy Number: _____ Carrier Name: _____

(Signature): _____ date: _____

I do not have insurance for said horse

(Signature): _____ date: _____

INDEMNIFICATION – Owner agrees to indemnify Trainer unless otherwise provided by insurance against all liability or claims, demands, and costs for or arising out of this Agreement unless such are caused by the gross negligence of Trainer, his agents, contractors, or employees.

TERMINATION OF THIS TRAINING AGREEMENT- This Agreement may be terminated by Trainer in the event of a material default or breach of this Agreement by Customer (material default shall include any failure to pay by Client per the applicable fee schedule.) In the event of such default or breach, Trainer shall give Client ten (10) days' prior, written notice of such default or breach and upon giving said notice, Trainer shall have the right to suspend performance of any services. Pursuant to said notice, if client does not reasonable cure such default or breach (if the default or breach is Clients failure to pay per the applicable fee schedule, the only reasonable cure is payment in full per the fee schedule) within said ten (10) days, this agreement shall be deemed terminated except that Client shall have continuing obligation to pay Trainer for all services properly rendered and monies properly expended by Trainer until the termination date and which have not yet been paid.

BINDING EFFECT – The parties hereto agree that this Agreement shall be binding on their respective heirs, successors, and assigns. Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorneys' fees and court costs related to such breach.

GOVERNING LAW – This Agreement shall be governed by and in accordance with the laws of the state of Missouri. Any legal action must be brought in Lincoln County.

SIGNER STATEMENT OF AWARENESS

I THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FORGOING AGREEMENT. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSE THIS AGREEMENT TO BE EXECUTED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNATURE OF CLIENT

SIGNATURE OF TRAINER

PRINTED NAME OF CLIENT

PRINTED NAME OF TRAINER