



HORSE TRAINING AGREEMENT AND LIABILITY RELEASE

amendment April 1, 2010

TRAINER NAME: Travis Andersen and/or Andrea Andersen

**PLEASE READ CAREFULLY BEFORE SIGNING
THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES
IT IS HEREBY AGREED TO AS FOLLOWS:**

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.

A. DEFINITIONS - The term "TRAINER" shall herein refer to any of Andersen Acres LLC trainers, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Andersen Acres LLC's behalf. The term "Andersen Acres" shall herein refer to Andersen Acres LLC. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals 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 schooling, 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. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER either intends for the TRAINER to undertake the training of the animal(s) listed below under Clause C or have the TRAINER educate the OWNER on how to train the animal(s). The TRAINER will provide other incidental services according to terms and conditions set forth herein. OWNER must select an option below and agrees to pay the TRAINER the sum as indicated by the option chosen for each animal.

1. ___ TRAINER predominantly trains the animal(s) for the sum of \$775 per month with the OWNER also having the option of receiving occasional lessons on how to interact and/or train the animal(s) during the month. Board is included. When OWNER is present, the focus will be in teaching the OWNER over the animal(s).
 - Note: Individual runs have an additional cost per month of \$65 and is recommend but not required during the first month of stay while your horse gets familiar with the facility and other horses in the herd. Stallions must have a separate run at least the first month. Also due to the innate nature of stallions being harder on equipment and fencing along with the additional attention they require and deserve an additional cost of \$25 per month is required in addition to the separate run cost.
2. ___ Hourly lesson where TRAINER teaches OWNER and perhaps HORSE together. Incidentals like boarding, grooming, etc. are not included. The rate is \$55 per hour for a private lesson. \$45 per hour for a group lesson. A group lesson is when 2 or more people do a lesson at the same time. A 2 hour minimum is required if TRAINER has a travel time of more than 20 minutes away from Andersen Acres. Please visit www.AndersenAcres.com/MileageRates.html for possible trip charges. It is up to the OWNER to schedule their sessions with the TRAINER. If the OWNER defaults in keeping that schedule without making other arrangements at least 24 hours ahead of time then the OWNER forfeits that session time while still being charged for the session.

During a lesson the TRAINER may have another horse participating at the same time so that the OWNER can experience and observe other types of behavior and situations. OWNER is responsible for providing their own tools that the TRAINER recommends in the teaching and welfare of horses.

 - a) OWNER may also have TRAINER do most of the interaction with their horse during a session while the OWNER observes and learns.
 - b) For an additional fee OWNER may request a summary of a lesson in either written form (\$10) or via video (\$20). OWNER needs to notify TRAINER before the lesson if a summary is wanted. Minimum 24 hour notice for a video summary. If OWNER wishes to use TRAINER's horse for a lesson, an additional \$10 fee may be charged.

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Note: If OWNER desires, TRAINER can perform Natural Barefoot Trim. See <http://www.AndersenAcres.com/Assistance> for rates.

= If trimming takes longer than one hour then an additional charge of \$1 per minute beyond 60 minutes will be assessed.

= The per minute charge is being charged due to the conscience actions of the horse not cooperating because of lack of training. If the horse is unable to cooperate due to physical problems then the per minute charge may be waived.

- EXERCISE/CONDITIONING (*, # = \$10 per 15 minutes of TRAINER's time to perform the service)
- MILEAGE FOR HAULING **Please visit www.AndersenAcres.com/MileageRates.html for charges.** (Brand inspection must be provided)
- RIDING ADVICE (*, # = Not Applicable) (Will instruct Rider on the cues used in the training of the animal(s). Rider should seek Lessons from a qualified Riding Instructor) _____
- ____ OTHER - describe _____
- ____ OTHER - describe _____

E. PAYMENT OF INVOICES - Invoices are payable with cash, check, or Pay-Pal upon receipt or agreed upon date. A fee of **\$25.00** will be applied for each returned check and checks will no longer be accepted as a form of payment. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from TRAINER's possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal leaves TRAINER's possession.

In the event a payment in full is overdue by five (5) days, a \$5.00 per day late fee per horse starting on the 6th day will be charged up to a maximum of \$75 per horse per month. In the event a payment is overdue by ten (10) days, TRAINER shall be entitled to a lien against the horse and/or equipment stored upon TRAINER's premises in the full amount due. Enforcement of said lien shall be at the discretion of TRAINER who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. TRAINING OF HORSE - The TRAINER shall train horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horses and shall educate and train the horses and OWNERS to the best of his/her ability.

TRAINER **guarantees** that the OWNER will see an improvement in the OWNER'S horse's attitude, skills, and responsiveness to cues each month the horse is in training with Andersen Acres pending the OWNER participates at least once every 2 weeks in learning what the horse is learning and uses tools that the TRAINER recommends and OWNER choses option 1 under section B. If the OWNER is not satisfied, then the OWNER has the right to a refund of the last month's worth of training and will be charged for boarding of the horse instead along with fees for services rendered in section D that apply to "# = horse is withdrawn or NOT in Training Program". The request for the refund must occur at the time of completion of the month of training and in writing. The refund will be in the form of a check and given to the OWNER in a timely manner.

Other than the guarantee stated above the TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. TRAINER shall provide suitable facilities and care for horse in an adequate manner with feed being determined by the TRAINER. If option 1 was chosen for TRAINING, TRAINER shall furnish all labor. The TRAINER has complete control over the manner of training and shall take all precautions for the proper performance thereof.

OWNER shall submit an information sheet for each horse on the premises belonging to OWNER within forty-eight (48) hours of delivery. This Information Sheet shall include any and all information on each horse that will aid the TRAINER in training and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

G. SALE OR DEATH OF HORSE - It is hereby agreed that in the event of the sale of the horse, or the death of the horse, or if the horse becomes unfit to train, TRAINER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

H. 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 at least 7 days prior to arriving at the training facility.

TRAINER will make an effort to keep each horse in good health but cannot guarantee each horse's health.

OWNER must present the following up-to-date documents to TRAINER prior to the entry of horse onto TRAINER's premises.

- Worming and Immunization Record. Negative Coggins Test (if horse is coming from out of state)

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The following is highly recommended but is not required. Vaccination against Strangles and Veterinarian Health Certificate

- I. 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 **7 (SEVEN)** 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 act upon Clause Q.
- J. ROUTINE HORSE CARE REQUIREMENT** - Horses in training must participate in TRAINER's worming, immunization, hoof trimming/shoeing, and dental programs, the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (ie: veterinarians, farriers, dentist, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse if a service is to be provided outside of TRAINER's scheduled times for such a professional service. The owner must be present for dental work or pay an additional fee to TRAINER to handle the horse and/or set up for the dentist. If for some reason the OWNER is unavailable during the service then all expenses incurred for the service, or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by TRAINER.
- K. EMERGENCY CARE** - TRAINER agrees to attempt to contact OWNER should TRAINER determine veterinary treatment is needed for said horse(s), but, if TRAINER is unable to contact OWNER, TRAINER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER's agent, to arrange direct billing to OWNER.

TRAINER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless TRAINER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates.

OWNER agrees to notify TRAINER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify TRAINER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

- L. INHERENT RISKS AND ASSUMPTION OF RISK** - The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.
- M. RISK OF LOSS AND STANDARD OF CARE** - During the time that the animal(s) is/are in custody of TRAINER, TRAINER shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of TRAINER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on TRAINER's premises.

The OWNER fully understands that TRAINER does not carry any insurance on any animals 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 animal(s) in the possession of, and on the premises of TRAINER are to be borne by the OWNER.

The standard of care applicable to TRAINER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall TRAINER be held liable to OWNER for equine death or injury in an amount in excess of Five Thousand

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Dollars (\$5,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at OWNER's expense, or forego any claim for amounts in excess of Five Thousand Dollars (\$5,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide TRAINER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

- N. DIRECT LOSS TO PERSONAL PROPERTY WARNING** - OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by TRAINER's insurance and TRAINER shall not be liable for the OWNER's horses, tack, equipment or other property.
- O. OWNER ACCEPTANCE OF RESPONSIBILITY** - During the time that the horse(s) are being trained the horse(s) shall be in the custody of the TRAINER. OWNER has inspected the TRAINER'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 OWNER's horse(s). 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. OWNER further agrees to be responsible for any and all damages, injuries, 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 horse(s) 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 horse(s).
- P. 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.
- Q. RIGHT OF LIEN** - The OWNER is given notice that TRAINER 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 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 exercises TRAINER's lien rights as 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 representatives setting forth the material facts of the default and foreclosure as well as TRAINER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$1000.00 will be assessed.
- R. OWNER RIGHT OF TERMINATION** - Upon 7 (seven) days written notice to the TRAINER and after a minimum training period of one month, the OWNER may terminate this agreement for any reason. If OWNER is unable to give 7 (seven) days written notice, 7 (seven) days of fees will still be applied. 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.
- S. LIMITATION OF ACTIONS.** Any action or claim brought by OWNER against TRAINER for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.
- T. ADDITIONAL AGREEMENTS** - Additional agreements should be listed here, and be individually initialed by each party.

If none, check here

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- U. 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 in 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 and venue shall be the county in which THIS STABLE is physically located. If

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any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

V. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.AndersenAcres.com or request a written copy from the MANAGER at the end of each monthly service if the OWNER is to continue using MANAGER's services. If the OWNER is only using an hourly service that the MANAGER provides then MANAGER shall notify OWNER prior to conducting the service.

W. ENTIRE AGREEMENT - This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of TRAINER's stable, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT. IF THERE ARE SECTIONS IN THIS AGREEMENT WHERE AN OWNER IS SUPPOSED TO CHOOSE AN OPTION AND IT IS NOT CHECKED THEN IT IS ASSUMED THAT THE MOST EXPENSIVE OPTION IS DESIRED.

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.

SIGNATURE OF OWNER #1 _____
SIGNATURE OF OWNER #2 _____

DATE: _____
DATE: _____

OWNER's NAME(S) _____
OWNER's ADDRESS _____

OWNER's DAYTIME PHONE _____
OWNER's EVENING PHONE _____
OWNER's CELL PHONE _____
OWNER's EMAIL _____

Please list name, address and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

Tack and equipment inventory that is stored on the premises of TRAINER. Attach additional paper if needed:
