

## BRHORSEMANSHIP- Training Contract

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WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.by and between **Brent Rollins**, hereinafter referred as "Trainer" and \_\_\_\_\_ hereinafter referred as "Owner". Trainer agrees to accept owner's horse:

\_\_\_\_\_ Reg. No. \_\_\_\_\_ for training and it is the plan and intention of the owner to place this horse into training. It is understood and agreed that the events purpose for which the horse as above- described is accepted for training as follows:

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1. **FEES, TERM and LOCATION.** Owner shall pay the trainer for professional services and board as described the fee of \$ \_\_\_\_\_ per month/week for training and board alone being \$ \_\_\_\_\_. All fees for training shall be payable thirty (30) days in advance. A security deposit of \$ \_\_\_\_\_ is due and payable with this contract. All expenses incurred for veterinarians, shoeing or other out-of-pocket cost shall be billed after the incurrence thereof upon the next billing by trainer.
2. **PAYMENT of INVOICES.** Invoices are payable upon receipt. 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 trainers' possession until all expenses are paid in full.
3. **TRAINING of HORSE.** The trainer shall train horse and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any particular result will be achieved, since this depends on a great deal on the individual physical and mental ability of each horse.
4. **FEED, FACILITIES, and SERVICES.** Trainer agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. Owner acknowledges, owner has inspected facilities and finds same in safe and acceptable order.
5. **RISK of LOSS and STANDARD CARE.** During the time the horse is in custody of the trainer, Trainer shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in anyway with the boarding and Training of said horse, this includes, but is not limited to, any personal injury or disability the horse owner or owners guest may receive on trainer premises.
6. **INHERENT RISK and ASSUMPTION of RISK.** The undersigned acknowledges there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities.
7. **WARNING: Under Oregon Law, and equine activity sponsor or equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine pursuant to Or.Rev. Stat. 30.691.** Owner expressly releases stable from any and all claims for personal injury or property damage, even if caused by negligence by stable or its representatives, agents or employee's.

8. **EMERGENCY CARE.** Trainer agrees to attempt to contact Owner should Trainer determine veterinary service is needed for said horse, 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. All cost of such care secured shall be paid by Owner with in fifteen days from date Owner receives notice thereof, or Trainer is authorized, as Owner 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 illnesses, unless Trainer is instructed herein by owner. Horse is not a surgical candidate \_\_\_\_\_. 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 owners place with regard to health, well-being and or medical treatment of horse

Signed Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email \_\_\_\_\_

Signed Trainer: \_\_\_\_\_

Brent Rollins

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