



**Horse Training Agreement**

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated \_\_\_\_\_, made by and between \_\_\_\_\_ who is an independent contracted Trainer for Gallop To Growth, PLLC dba Gallop To Growth Stables, hereinafter referred to as 'STABLE', providing training services at 1010 S. Angel Street, Layton UT. 84041 and \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter referred to as 'OWNER', owner of the hereinafter-described horse(s). These parties warrant that they have the right to enter into this **AGREEMENT**.

**DEFINITIONS** 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(s) to which this agreement refers. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor. "Stable" shall herein refer to Gallop To Growth, PLLC dba Gallop To Growth Stables. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning, and education of the horses. "TRAINER" shall herein refer to the independent contractor for Stable who is providing Training.

*Please indicate with Owner initials the training service to which this agreement applies.*

**Training for Boarded Horses**

_____	Untouched Mustang Gentling <i>(Per month with average of 40 sessions)</i>	\$450
_____	Groundwork Horsemanship Lessons <i>(Per hour with owner)</i>	\$50
_____	Colt Starting	\$400

*(Per month with average of 20 sessions)*

\_\_\_\_\_ Restart \$400  
*(Per month with average of 20 sessions)*

\_\_\_\_\_ Tune Up \$350  
*(Per month with average of 20 sessions)*

### **Training for Horses Not Boarded**

\_\_\_\_\_ Groundwork Horsemanship Lessons \$50  
  
*(Per hour with owner)*

\_\_\_\_\_ Tune Up \$50  
*(Per hour)*

\_\_\_\_\_ Daily Trailer Fee \$5  
*(Mandatory for all non-boarded horses receiving training)*

**PERMISSION TO HANDLE HORSE(S)** No person other than the TRAINER and/or employee(s) thereof shall remove, handle, or ride specific horse(s). OWNER and or OWNER'S family members or visitors of such parties shall have from TRAINER, written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific horse(s).

**OWNER'S ACCEPTANCE OF RESPONSIBILITY** During the time that the horse(s) is/are being trained, the horse(s) shall be in the custody of the TRAINER. TRAINER will exercise reasonable care for the protection of the horse(s) and shall train the animal to the best of his/her ability. It is understood that each animal is unique and that the TRAINER cannot guarantee the results or degree to which the horse(s) will be trained. OWNER further understands that the training of a horse involves the placing of above normal stress on the horse(s) 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 animal(s) while in the care, custody and control of the OWNER, OWNER'S family members, invitee of other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to TRAINER by OWNER. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accident, 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). OWNER agrees to at all times maintain adequate accidental/medical insurance to cover OWNER and family members.

**HORSE HEALTH WARRANTY** Each horse shall enter the TRAINER'S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations as indicated on the boarding agreement. An up-to-date worming and immunization record must be presented to TRAINER by OWNER prior to entry of horse onto Gallop To Growth Stables' premises. In addition, TRAINER may request an up-to-date Veterinary Health Certificate and/or Negative Coggins Test to be presented by OWNER prior to entry of the horse onto Gallop To Growth Stables' premises.

**RELEASE OF LIABILITY** In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein, I undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER'S owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to TRAINER'S ordinary negligence; and I do further agree that except in the event of the TRAINER'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against the TRAINER and TRAINER'S ASSOCIATES as stated about in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to, or loss by death, of the boarded animal(s), and /or sustained by me and/or my minor children or legal ward in relation to the premises and operations of THIS STABLE.

**INHERENT RISKS AND NATURE OF THE HORSE WARNING** Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 feet to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but not limited to: stopping short; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

**RIDING HELMET WARNING** OWNER is hereby warned by this TRAINER that all horse handlers should consider wearing properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and may prevent death from happening as a result of a fall or other occurrence.

**DIRECT LOSS TO PERSONAL PROPERTY WARNING** OWNER is hereby warned that while on TRAINER'S premises direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer is not covered by THIS TRAINER'S insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance

under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**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 of Utah, state of domicile of the TRAINER, and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.

**LIEN AGAINST BOARDED ANIMAL** The OWNER hereby grants a possessory lien against the animal(s) in training to the TRAINER for the value of all unpaid services rendered by the TRAINER under this agreement. Should such charges go unpaid the TRAINER shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE.

**OWNER RIGHT OF TERMINATION** Upon **30 days** written notice to TRAINER the OWNER may terminate this Agreement for any reason. 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.

**MEDIATION/ARBITRATION BY EQUINE DISPUTE RESOLUTION SERVICE** In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. If the parties are unable to successfully resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS. THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Utah.

Executed at \_\_\_\_\_ on the date first set forth above.

“TRAINER”

By: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

“OWNER”

By: \_\_\_\_\_

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

Telephone: \_\_\_\_\_