



Noel Performance Horses, LLC

HAULING RELEASE AND WAIVER

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between NOEL PERFORMANCE HORSES, LLC, hereinafter referred to as "Transporter," and _____, hereinafter referred to as "Owner."

Owner hereby authorizes Transporter to transport, haul, and/or trailer any horse(s) requested to facilities, horse shows, equestrian events, rodeos, sales, or other events upon request of Owner.

OWNER HEREBY RELEASES, WAIVES AND DISCHARGES TRANSPORTER, ITS REPRESENTATIVES, EMPLOYEES, HEIRS, AND AGENTS FROM ANY AND ALL LIABILITY OR OBLIGATION FOR ANY AND ALL LOSS, DAMAGE, CLAIM, OR LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE TRANSPORTATION OF SAID HORSE(S).

Transportation Cost: \$____.____

Owner Information:

First Name

Last Name

Street Address

City/State

Home Phone

Cell Phone

Email

Pickup Information (if different than owner information):

First Name

Last Name

Street Address

City/State

Home Phone

Cell Phone

Email



Delivery Information:

First Name

Last Name

Street Address

City/State

Home Phone

Cell Phone

Email**Horse 1 Details:**

Name

Breed

Features

Sex**Horse 2 Details:**

Name

Breed

Features

Sex**Terms and Conditions:****I. The Owner Agrees:**

A. He/she will make all arrangements for the following and assume the costs thereof;

1. Health Certificate (Required for out of state transport only)
2. Negative Coggins (EIA) Test (Required for out of state transport only)
3. Brand Inspection (if required)
4. Halter (Required) Shipping boots (Optional)
5. One bale of hay per horse (Required for long distances) so we can keep his/her diet the same.

B. Owner will:

1. Pay the Transporter the sum (noted above as Transport Cost) for the transport of the aforementioned horse(s) from/to the location indicated above; and

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Initials: Owner: _____ Date: _____ // Transporter: _____ Date: _____



2. Reimburse Transporter for all veterinary services, drugs and other medical supplies in the event of an emergency or as the Transporter deems necessary for the well-being of the aforementioned horse(s).

C. A deposit of at least 50% of the Transport Cost must be received in advance to reserve your stall(s). The remaining 50% due must be paid after pickup and before delivery. No exceptions to this. Payments may be made by personal check, cash, or credit card. If Owner chooses to pay by credit card, a three percent (3%) service charge shall be assessed. Deposit checks must clear our bank before the trip departure date.

Other Charges:

The rate you are quoted is for door to door delivery and care of your horse(s).

However, surcharges may apply for any of the following:

1. A change of pick-up or delivery location from that quoted may be subject to a surcharge after review.
2. Waiting time at a barn for the pick-up or delivery person will be charged at a rate of \$50 per hour after the first 30 minutes of waiting.
3. Hard loader fee of \$50 per hour will be applied after the first 30 minutes of attempted loading or unloading.
4. A fee of \$75 will be applied for any returned checks.

Cancellations:

1. More than 10 days prior to the scheduled departure - \$100 processing fee.
2. Less than 10 days prior to the scheduled departure - 50% of the total shipping fee.
3. If the client chooses to cancel the run while enroute, with the horse already in transit, all money collected by Transporter is forfeit.
4. Transporter further reserves the right to deny a horse transport based on behavior deemed to be destructive or dangerous to property, driver or other animals including but not limited to: bucking, biting, charging, etc.

II. The Transporter agrees:

A. Transporter will use due diligence to safely transport, feed and care for the aforementioned horse(s), but makes no guarantees as to the health or physical condition of the horse(s) upon departure or arrival.

B. Transporter will feed the horse(s) as follows:



C. In the event the horse(s) require the services of a veterinarian, the Transporter will immediately notify the Owner. In the event the Owner cannot be reached, the Transporter is hereby authorized to call the first available licensed veterinarian of his/her choice. All fees charged by said veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability whatsoever on the Transporter for such fees.

RELEASE:

Owner hereby voluntarily releases and forever discharges the Transporter and it's agents from any and all liabilities, claims, demands, actions or rights of actions, which are related to, rise out of, or are in any way connected with the transport of the aforementioned horse(s).

Owner further agrees, promises and covenants not to sue, assert or otherwise maintain or assert any claims against the Transporter or it's agents or employees, for any injury, death, disease, or damage to the aforementioned horse(s) arising from or in connection with the transport, care or feeding of said horse(s) or from any claims asserted by other third parties.

Owner hereby holds harmless the Transporter for any liability that would incur for property damage or bodily injury to any horse(s) and/or owners/passengers while loading, transporting, unloading or handling the aforementioned horse(s).

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, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or 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.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

Owner specifically agrees that this Release and Waiver shall be construed as broadly and inclusively as permitted by the present laws of the Commonwealth of Pennsylvania, and that if any portion hereof shall be held invalid or unenforceable, it is specifically agreed that the remaining portions of this Agreement shall continue in full force and effect.



Owner further hereby releases and discharges the above-described entities and individuals, their heirs, successors, assigns, personal representatives or other representatives from and against any and all claims, demands, actions, or claims of any injury whatsoever, either in law or in equity arising out of or in any way pertaining to any injury, death, or other liability that would incur for property damage or bodily injury to any horse(s) and/or owners/passengers which may result from any accident occurring while loading, transporting, unloading or handling the aforementioned horse(s).

Owner:

Transporter:

Printed Name

Printed Name

Signature

Signature

Date

Date

