

JL Performance Farm LLC  
2536 Wingdale Mountain Rd  
Poughquag, NY 12570  
(845) 260-0962

### **HORSE TRAINING AGREEMENT & LIABILITY RELEASE**

(New York State)\*\*

This Horse Training Agreement ("Agreement") is entered into on the date signed below between:

JL Performance Horses LLC, a New York limited liability company ("Trainer"),

and

Owner: \_\_\_\_\_ ("Owner") residing at

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner is the legal owner or authorized agent of the horse described below and wishes to place the horse into training with Trainer under the terms of this Agreement. Initial here: \_\_\_\_\_

#### **Horse Information**

Horse Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_

Sex:  Mare  Gelding  Stallion

Registration Number (if applicable): \_\_\_\_\_

Known medical conditions, vices, or behavioral issues:

Vet/Farrier history: (attach copies of records)

Owner warrants that all information provided is accurate and complete. Initial here: \_\_\_\_\_

## **Term of Training**

Training shall begin on: \_\_\_\_\_

Minimum training term: 1 month, automatically renewable each month.

This Agreement renews month-to-month unless terminated in writing by either party with 30 days' notice. Initial here: \_\_\_\_\_

## **Fees & Payment**

Monthly Full Training Board Fee: \$1,500.00

- Farrier/Vet/Other Fees: Owner is responsible and will be billed directly or reimbursed to Trainer at time service(s) are rendered.
- Payment Due: First payment due at time Training Agreement is signed. By the 20<sup>th</sup> of the preceding month. Monthly, in advance, on or before the 20th each month.
- Late Fee: 9% per day after 1 days plus \$100/per month office / admin/ processing fee.
- Any electronic payments are subject to a 4% additional fee.
- Bounced or returned checks are subject to a \$85 fee plus 9% per day interest.
- Trainer may withhold release of the horse until all outstanding balances are paid in full.

I the legal owner will pay my bill(s) on time and will not bounce checks for services.

Initial Here: \_\_\_\_\_

## **Trainer's Services**

Trainer agrees to provide:

- Professional training sessions appropriate to the horse's age, condition, and discipline
- Reasonable care, feed, turnout, and stabling (if boarded)
- Communication with Owner regarding progress and any health or behavioral concerns
- Trainer does not guarantee specific results or performance outcomes.

Initial Here: \_\_\_\_\_

## **Owner Responsibilities**

Owner agrees to:

- Provide accurate health and behavioral history
- Maintain current vaccinations, Coggins, and deworming
- Provide properly fitting tack and equipment
- Maintain mortality/major medical insurance (recommended but not required)
- Notify Trainer of any changes in the horse's health or behavior.
- Owner will go to website [www.NYEquine.com](http://www.NYEquine.com) and complete the ONLINE RELEASE, COVID AND CODE OF CONDUCT FORMS.

Initial Here: \_\_\_\_\_

## **Veterinary, Farrier & Emergency Care**

If Trainer believes the horse requires veterinary or emergency care, Trainer may:

Contact Owner immediately, but if Owner cannot be reached, Trainer may authorize treatment as reasonably necessary.

Owner is financially responsible for all veterinary, farrier, dental, chiropractic, and emergency expenses. Owner is financially responsible for keeping the aforementioned equine current with coggins (no older than 12 months), rabies (annual), annual vaccinations, dental (no older than 12 months) and farrier care (every 6-8 weeks). These items are the standard in industry care and best practices for horse keeping.

In the event that the horse arrives without being current with vet and /or farrier, the Owner authorizes the Trainer to make arrangements to bring the horse current, at the Owner's expense.

Owner authorizes Trainer to transport the horse for veterinary care if needed, at Owner's expense.

The Owner authorizes \$\_\_\_\_\_ to be used for emergency care.

If the horse is insured, it is the Owner's responsibility to provide insurance information to the Trainer.

Owner agrees to keep their account current with Advanced Equine of the Hudson Valley and New England Equine Practice as not to inhibit proper veterinary care for the aforementioned

equine. Owner agrees to keep their account current with Pat Shanely, farrier as not to inhibit proper farrier care for the aforementioned equine.

Initial Here: \_\_\_\_\_

#### **ASSUMPTION OF RISK (NY-SPECIFIC LANGUAGE)**

Owner acknowledges that equine activities inherently involve risks, including but not limited to:

- The propensity of horses to behave unpredictably
- Collisions, kicks, bites, bucking, rearing, or other equine behavior
- Hazards such as uneven ground, weather, equipment failure, or other animals
- Owner voluntarily assumes all risks of injury, death, or property damage arising from the horse's participation in training, boarding, handling, or presence on Trainer's property.

The Owner hereby releases the Trainer from any and all liabilities and assumes any and all risks as a horse Owner.

Initial Here: \_\_\_\_\_

#### **LIABILITY RELEASE & HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by New York law, Owner agrees to:

- Release, waive, and discharge JL Performance Horses LLC, its owners, employees, contractors, and agents from any and all claims, including negligence, arising from or related to the horse, Owner, or any guests.
- Indemnify and hold harmless Trainer from any claims, damages, injuries, or losses caused by the horse or Owner.
- Acknowledge that Trainer is not liable for injury, illness, escape, theft, or death of the horse, except in cases of gross negligence or willful misconduct, which cannot be waived under New York law.

Owner understands that New York does not allow liability waivers for gross negligence, and this Agreement is intended to comply with NY General Obligations Law. Initial here: \_\_\_\_\_

#### **Exculpatory Clause**

Owner agrees that Trainer shall not be responsible for:

- Injury or death of the horse
- Damage to Owner's property
- Injury to Owner or Owner's guests
- Losses arising from training, boarding, handling, or transportation

Except where prohibited by New York law (i.e., gross negligence or intentional wrongdoing).

Owner agrees that Trainer's liability, if any, shall be limited to the amount paid by Owner under this Agreement in the preceding 30 days (pro-rated applicable). Initial here: \_\_\_\_\_

### **Horse Behavior & Safety**

Owner acknowledges:

- Horses may be unpredictable
- Trainer may refuse to train or handle a horse deemed dangerous
- Trainer may require veterinary or behavioral evaluation at Owner's expense
- Trainer may terminate this Agreement immediately if the horse poses a safety risk.

Initial here: \_\_\_\_\_

### **Abandoned Horse Clause**

If Owner fails to pay fees for 30 days, and fails to respond to written notice, Trainer may:

- Retain possession of the horse
- Sell the horse to recover unpaid fees
- Apply proceeds to Owner's balance
- Any excess funds will be returned to Owner.

This clause is intended to comply with New York lien laws.

Initial Here: \_\_\_\_\_

### **Trainer's Right to Terminate**

Trainer reserves the right to terminate this Agreement at any time and for any reason, with or without cause, upon written notice to Owner. Trainer may require immediate removal of the horse if the horse is dangerous, unmanageable, ill, or otherwise unsuitable for the training program, or if Owner is in breach of any term of this Agreement. Owner agrees to remove the

horse within 48–72 hours of notice and to pay all outstanding charges prior to removal. Trainer shall not be liable for any costs, losses, or damages resulting from termination.

Initial here: \_\_\_\_\_

**Damage to Property.**

Owner agrees that they are fully responsible for any and all damage caused by the horse to Trainer's property, equipment, facilities, vehicles, fencing, stalls, or any third-party property located on the premises. Owner shall reimburse Trainer for all repair or replacement costs within 10 days of receiving an invoice. Initial here: \_\_\_\_\_

**Indemnification.**

Owner agrees to indemnify, defend, and hold harmless JL Performance Horses LLC, its owners, employees, contractors, and agents from any claims, losses, damages, injuries, or expenses arising out of or related to the horse's actions, behavior, or presence on the property, except where prohibited by New York law. Initial here: \_\_\_\_\_

**Legal Fees and Enforcement Costs.**

If Trainer must take action to enforce any term of this Agreement—including but not limited to collection of unpaid fees, recovery of damages, or removal of the horse—Owner shall be responsible for all reasonable attorney's fees, court costs, collection costs, and related legal expenses incurred by Trainer. Initial here: \_\_\_\_\_

**Compensation for Lost Time and Work.**

Owner further agrees to compensate Trainer for any loss of income, business interruption, or time spent addressing Owner's breach of this Agreement, including time spent coordinating legal action, preparing documentation, attending court, or managing issues caused by the horse or Owner. Such compensation shall be billed at Trainer's standard hourly rate of \$175.00 per hour unless otherwise specified. Initial here: \_\_\_\_\_

**Governing Law**

This Agreement is governed by the laws of the State of New York. Venue for disputes shall be in the county where Trainer's facility is located. Dutchess County, NY

Initial here: \_\_\_\_\_

**Entire Agreement**

This Agreement constitutes the entire understanding between the parties and may only be modified in writing, signed by both parties.

Initial here: \_\_\_\_\_

Owner:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

JL Performance Horses LLC (Trainer):

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_