

DAWN GILBERT SHOW HORSES,
LLC Training 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 term “TRAINER” shall refer to Dawn Gilbert Show Horses, LLC or someone in their direct employ. The terms “HORSE(S)” shall herein refer to all equine species, and also to the specific animal(s) to which this agreement refers. The terms “TRAIN” and “TRAINING” shall herein refer to the schooling, conditioning, feeding, care, and education of the horses. 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.

AGREEMENT PURPOSE AND CONSIDERATION : At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal listed herein. OWNER agrees to pay to the TRAINER the sum according to the current official price sheet, per month for each animal. Monthly charges for training and other incidental services are due on the *First Day of Each Month*. Without specific communication terminating this agreement, this agreement shall automatically be considered renewed on the first day of each month. Training activities will be stopped if payment has not been made **in full** by the 10th day of the month, unless prior arrangements have been made with the TRAINER. Late fees will be assessed after day 10 at the rate of \$50/day until the OWNERS account is in arrears 30 days- at which point, a 5% aging fee will be assessed each month the bill in arrears.

On conclusion of this agreement the remainder of expenses shall be due and payable and horses will not be released from TRAINER’S possession until all expenses are paid in full.

OWNER shall pay for training services, as described above in paragraph one, and any incidental fees which may include (but are not limited to) Vet, Farrier, or any outside contractor service fees. Hauling. Clipping. Entries, Stalls and Show fees. Specialized Consumable Supplies (ex; specialized sprays, etc.) Dawn Gilbert Show Horses, LLC shall endeavor to the best of their ability to keep their price and services lists up to date, but there is no implied guarantee.

HORSE DESCRIPTION: Name: _____ Age: _____

Gender: M / G / S Markings / Brands: _____

HORSE HEALTH WARRANTY : Each horse shall enter the TRAINER’S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations. Coggins, Rabies, EEE/WEE, Flu and Tetnus are required. Rhino, Strangles, and Potomac are strongly suggested. An up-to-date worming and immunization record must be presented to TRAINER by OWNER prior to entry of horse onto TRAINER’S premises.

TRAINER’S RIGHT TO REFUSE SERVICE’S : TRAINER reserves the right to refuse the continuation of training services of any horse(s) for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which TRAINER is not equipped to handle; owner’s 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; In such event TRAINER shall give OWNER 15 days notice to remove horse(s) from premises. At such a time all

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expenses will be due. Failure to pay training fees or other fees as due will follow procedure described above in AGREEMENT PURPOSE AND CONSIDERATION.

ROUTINE HORSE CARE REQUIREMENT : The boarded horse(s) must participate in TRAINER'S worming, immunization, farrier care and teeth floating program, the cost of which shall be borne by the OWNER.

IN EVENT OF HORSE ILLNESS OR INJURY Should the horse(s) become sick or injured, TRAINER shall attempt to contact the OWNER immediately. If the event that the situation requires immediate action for the health and welfare of the horse, per the professional opinion of the trainer, TRAINER is authorized to request the services of a veterinarian of his choice or to give any other attention that appears necessary. [redacted] (owner initials)

PERMISSION TO HANDLE HORSE(S) No person other than the TRAINER and/or employee(s) thereof shall remove, handle, or ride specific horse(s) without permission of both OWNER and TRAINER. Permission granted by OWNER to defer to TRAINER'S expertise as any situation arises. [redacted] (owner initials)

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 accept training. 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 TRAINER,

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.

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, 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 above 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 facility. I, the OWNER, family, agents, minors, and associates will follow all posted signage and verbal instruction with the knowledge that Equine Activities are an Inherently Dangerous Activity. 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.

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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. Per NYS Law, any riders 18 years of age and under will wear a helmet whenever mounted.
(owners initials)

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 NEW YORK, 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.

OWNER RIGHT OF TERMINATION : Upon 15 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.

Owner Name: (Print) _____

Owner Signature: _____

Date Signed: _____ Owner Email: _____

Owner Phone (Primary) _____ (Secondary) _____

Trainer Name: (Print) _____

Trainer Signature : _____

Date Signed: _____ Phone: _____