

**HORSE TRAINING AGREEMENT, LIABILITY RELEASE
AND ASSUMPTION OF RISK AGREEMENT**

WARNING

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Karen Kiley-Miller, hereinafter known as the "TRAINER"
270 S Page Rd. Colorado Springs, CO 80930 Location or address of the "TRAINER"

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

A. DEFINITIONS The term "OWNER" shall herein refer to the owner, part-owner, lessee of the animals which are contracted to be trained under this Agreement. The terms "HORSE", "EQUINE", and "ANIMAL" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning and education of horses and to additional services that are incidental to training. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. BOARDING services may include the provision of designated horse riding and training areas and open space, in which the OWNER can ride and work with his horse(s) at times and under circumstances that are agreed upon by the TRAINER. 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 terms "I", "WE", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor. The "Trainer" shall include Karen Kiley-Miller and any trainers working under her.

B. AGREEMENT PURPOSE, CONSIDERATION, SCOPE, AND TERRITORY At the commencement of this Agreement, OWNER agrees to pay the sum of \$_____ per month per animal, in consideration for this TRAINER undertaking the training of the animal(s) listed under Clause C below. Monthly charges are to be paid in advance. This Agreement shall be legally binding upon me the OWNER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the Commonwealth of Massachusetts. This Agreement is intended to be valid and binding at all times now and in the future when the TRAINER permits me (directly or indirectly) to enter the TRAINER'S property, be on the TRAINER'S property, be near any horse, receive instruction or guidance from the TRAINER or the TRAINER'S associates and/or when I ride and/or am near horses on or off the TRAINER'S property. Any disputes by the OWNER shall be litigated in, and venue shall be the county in which the TRAINER is physically located. This Agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

C. DISCLOSURE OF INFORMATION BY OWNER ABOUT HORSES TO BE TRAINED IS HEREBY STATED AS FOLLOWS:

1. Name of Horse _____ ID _____
_____ Breed _____ Color _____ Sex _____
Approximate Value \$ _____ Current Insurer _____ Pol. No. _____ Insurer _____
Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits _____
Other Pertinent Information _____
Type of Training Desired _____

2. Name of Horse _____ ID # _____
Breed _____ Color _____ Sex _____
Approximate Value \$ _____ Current Insurer _____ Pol. No. _____ Insurer _____
Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits _____
Other Pertinent Information _____
Type of Training Desired _____

D. FEE SCHEDULE FOR TRAINING SERVICES

I/WE AGREE THAT:

OWNER shall pay fees to the TRAINER for training services as checked below:

- 1 HORSE TRAINING/SCHOOLING @ _____ hours per week Describe _____
- 2 BOARD – _____ per month
- 3 MILEAGE FOR HAULING _____
- 4 _____
- 5 _____

E. FEE SCHEDULE CHANGES: I/WE AGREE THAT: Fee schedule may change at any time and should fees change, the TRAINER shall give OWNER no less than 30 days written notice or shall post such revised fee schedule at the training facility 30 days before the effective date of any change.

F. HORSE HEALTH WARRANTY I/WE AGREE THAT: Each horse shall enter the TRAINER'S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, rabies, _____ and _____ . The following up-to-date documents must be presented to the TRAINER by OWNER prior to the entry of horse onto the TRAINER'S premises:

- Vet. Health Certificate
- Worming and Immunization Record
- Negative Coggins Test

G. THE TRAINER'S RIGHT OF TERMINATION I/WE AGREE THAT: The Trainer may terminate this Agreement to train any horse(s) for any reasons which may include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which the

TRAINER is not equipped to handle; owner's refusal to obey stable rules or to cooperate with the TRAINER or barn manager on reasonable requests relative to the training, management, welfare and safety of animals and/or people on premises; and/or in event of the TRAINER'S discontinuation of the business of training of horses. Failure to pay fees or other charges as due shall entitle the TRAINER to immediately terminate this Agreement and to keep the OWNER'S animal in the TRAINER'S possession until all fees and charges are paid in full.

H. OWNER'S RIGHT OF TERMINATION I/WE AGREE THAT: Upon 15 days written notice to the TRAINER, the OWNER may terminate this Agreement for any reason. The TRAINER shall be paid for all fees incurred up to the termination date and prior to the removal of the horse.

I. LIEN AGAINST HORSE(S) I/WE AGREE THAT: The OWNER hereby grants a possessory lien against the boarded animal(s) to the TRAINER for the value of all unpaid charges resulting from training and rendering any other services to the animal(s). Should such charges go unpaid, the TRAINER shall be entitled to exercise the rights to enforce said lien according to the laws of El Paso County Colorado.

J. ROUTINE HORSE CARE REQUIREMENT I/WE AGREE THAT: The horse(s) must participate in the TRAINER'S worming, immunization and teeth floating programs, the cost of which shall be borne by the OWNER.

K. HORSE ILLNESS OR INJURY I/WE AGREE THAT: Should the horse(s) become sick or injured, the TRAINER shall attempt to notify the OWNER immediately. If the OWNER does not immediately inform the TRAINER regarding measures to be taken, and/or if the state of the animal's health requires immediate remedial action, the TRAINER is authorized to request the services of a veterinarian of his choice or to give any other attention that appears necessary to maintain and/or improve the healthy condition and life of the horse(s). The OWNER shall promptly pay all expenses for all services upon billing.

L. OWNER ACCEPTANCE OF RESPONSIBILITY I/WE ACKNOWLEDGE THAT: During the time that the horse(s) are being trained, the horse(s) shall be in the custody of the TRAINER. OWNER has inspected the TRAINER'S premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER'S family, guests and visitors who enter the premises. The TRAINER will exercise reasonable care for the protection of the horse(s) and shall train the horse(s) to the best of his or her ability. It is understood that each animal is unique and 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-level stresses on the horse(s), both physically and mentally, and that the TRAINER is not responsible for the results of training stresses that could potentially cause injury, illness and/or loss of horse(s) by death. OWNER is responsible for any and all damages, injuries, or loss of life caused by or to the animal(s) while in the care, custody or control of the TRAINER, OWNER, OWNER'S family members, invitees or other handlers or agents appointed by them. OWNER agrees to maintain in force personal liability or other liability insurance that covers the horse(s) and to provide the TRAINER with proof of same. OWNER is

also responsible for accidents, 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 in force accident/medical insurance to cover OWNER and family members.

LIABILITY INSURER _____ POL. NO. _____ POLICY LIMITS
\$ _____
ACCIDENT/MEDICAL INSURER _____
POL. NO. _____

M. INHERENT RISKS/ASSUMPTION OF RISKS. I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of feasible safety measure which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned here. I am not relying on the TRAINER to list all possible risks for me.**

N. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING I/WE ACKNOWLEDGE THAT: The TRAINER is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the TRAINER to list all possible risks for me.**

O. SADDLE GIRTHS/NATURAL LOOSENING WARNING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

P. PROTECTIVE HEADGEAR WARNING I/WE AGREE THAT : I for myself and on behalf of my child and/or legal ward have been fully warned and advised by the TRAINER that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving, training, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on the TRAINER and/or his associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

Q. DIRECT LOSS TO PERSONAL PROPERTY WARNING I/WE AGREE THAT: The OWNER is hereby warned that while on the TRAINER'S premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment, trailer, and other personal property is not covered by the TRAINER'S insurance. The party who has the financial interest in and/or owns such items has the responsibility to insure the items under his/her own insurance policies.

R. RELEASE OF LIABILITY I/WE AGREE THAT:

In consideration of the TRAINER undertaking the training and related services under the terms set forth herein, that I, the undersigned OWNER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless and discharge the TRAINER, his agents, employees, officers, directors, representatives, assigns, managers, members, owners of premises and trails, affiliated organizations, SERENITY HILLS RANCH LLC, SERENITY HILLS RANCH LLC and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the TRAINER'S and/or his ASSOCIATES' ordinary negligence or legal liability; and I do further agree that except in the event of the TRAINER'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and his ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of the TRAINER, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by the TRAINER, or in the care, custody or control of the TRAINER, whether on or off the premises of the TRAINER, but not limited to being on the TRAINER'S premises.

All Owners and Parents or Legal Guardians must sign below after reading and completing this entire document. Spouses must sign for themselves.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF OWNER #1 _____ DATE: _____

SIGNATURE OF OWNER #2 _____ DATE: _____

SIGNATURE OF MANAGER: _____ DATE: _____

OWNER's NAME(S) _____

OWNER's DAYTIME PHONE _____

OWNER's ADDRESS _____

OWNER's EVENING PHONE _____

OWNER's CELL PHONE _____

OWNER's EMAIL _____

Please list name, address and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

