 **Transitions Equestrian Center**

|  |
| --- |
| Transitions Equestrian CenterMelissa Ashcraft2525 E. 850 N.La Porte, IN 46350(269) 923 – 9088transitionshorses@gmail.com |

|  |
| --- |
| Owners Name:Address: City, State, Zip:Cell Phone:Email: |

**Training Agreement & Liability Release**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as client/owner and Melissa Ashcraft as owner and head trainer of Transitions Equestrian Center. Has agreed as follows:

1. Melissa Ashcraft has agreed to give every consideration to the needs of the equine(s) training. Training shall be conducted in a manner reflecting the needs of the below listed equine(s):

Name of Horse(s)/Pony(ies):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Owner shall pay the trainer’s fees for professional services to Transitions Equestrian Center as described. A complete training package is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month. Payment is due on the \_\_\_\_\_\_\_\_\_\_\_ of every month. There is a $10 day late fee for everyday past the agreed date. Changes in monthly rates or other charges are subject to alteration upon (30) days notice to owner. All expenses incurred for veterinarians or other out-of-pocket cost shall be billed after the incurrence and shall be reimbursed to the service provider or Transitions Equestrian Center immediately after the appointment. All blacksmiths/farriers prefer to have a check waiting for them before the service is completed.

3. The trainer shall train equine(s) and perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the training program or that any ability of each horse(s)/pony (ies). The trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

4. The Client fully understands that Melissa Ashcraft, Transitions Equestrian Center staff and trainers will not carry liability, injury, theft, equine mortality, or any other insurance for the client, the client’s equine, or the client’s property.

5.Client fully understands any involvement with equine(s) activities involves risk of harm or injury to him/herself, horse(s), pony(ies), or other property and that risk of damage or injury is normal incident of involvement with horse related activities. Client hereby knowingly agrees that the risk is borne of themselves and not by Melissa Ashcraft, her agents, employees or the property owners.

6. Client hereby agrees to release and hold harmless Melissa Ashcraft, and other property while on the premises of 2525 E. 850 N. La Porte Indiana or while in the care and/ or custody of Melissa Ashcraft, her agents, the property owners or employees for the purpose of sales, shows, auctions, transporting etc.

7. Client agrees that if said horse(s)/pony(ies) is shown at shows, that Melissa Ashcraft dictates final decision as to which equine she personally represents in the show ring, and the classes the equine(s) competes in, and with whom. Client and Melissa Ashcraft can discuss which class(es) and which show(s). In the event professional horse transportation services are utilized to and from show, owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, day fees/ ground fees, stall and bedding fees, or other related charges incurred while horse is being shown or transported, including any and all lay-up charge s in transit. This consist of expenses per night of the horse Owners prorated expenses for all horses being shown by trainer at the time said expenses were incurred in order to reimburse trainer for and trainer’s employee’s, cost of grooms and related expenditures incurred while away from the farm.

8. It is hereby agreed that in the event of the death of the horse(s), pony(ies), sale of, or if it becomes unfit to train, trainer has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

9. During the time that the horse(s)/pony(ies) is/are in the custody of the Transitions stall or trainers shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the horse(s)/ pony(ies) or any other cause of action whatsoever, arising out of being connected in any way with the boarding or training of said horse(s)/pony(ies). This includes, but is not limited to, any personal injury or disability the horse owner or the owner’s guest, may receive on the premises.

10. 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 such ways as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons around them; the unpredictability of equines 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 an 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: UNDER INDIANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

11. Owner agrees to hold trainer harmless from any and all claims arising from damage or injury caused by said horse(s)/pony(ies) to anyone, and defend trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s)/pony(ies). Trainer reserves the right to notify owner within seven (7) days of the horse’s arrival if said horse, in trainer’s opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, owner shall remove such horse within seven (7) days, and all expenses incurred for the horses stay shall be paid prior to departure. Upon payment of all fees, contract shall be deemed terminated.

12. Trainer agrees to attempt to contact owner should trainer determine veterinary treatment is needed for said horse(s)/pony(ies), but, if trainer is unable to contact owner, trainer is then authorized to secure emergency veterinary and farrier/ blacksmith care required for the health and well being of said equine(s). All costs of such care shall be paid by owner within 15 days from date owner receives notice thereof, or trainer is authorized, as owner’s agent, to arrange direct billing to owner. Trainer shall assume that owner desires surgical care recommended by veterinarian in the event of colic, or other life threatening illness, unless trainer is instructed herein by owner’s information sheet(s), that the equine(s) is/are not surgical candidates. Owner agrees to notify trainer of any and all changes of addresses, emergency telephone numbers, itineraries, or other information reasonably necessary to contact owner in the event of an emergency. In the event owner departs for vacation or is otherwise unavailable, prior to departure owner shall notify trainer as to what party is authorized to make decisions in the owner’s place, with regard to the health, well being, and/or the medical treatment of the equine(s).

13. Any action or claim brought by the owner against trainer for breach of this contract, or for loss due to negligence, must be brought forth within six (6) months of the date such claim or loss occurs. Owner agrees to pay all attorneys fees, costs, and other related expenses incurred by trainer in the event the owners case is found to be false, unfounded for any reason, or dismissal, by the courts

14. Owner warrants that he owns the equine(s) and will provide proof satisfactory to trainer if the current negative Coggins test upon request.

15. Trainer reserves the right to ask any client to vacate the premises for any reason.

16. Any damage to property done to Transitions or Melissa Ashcraft’s equipment by client or client’s equine(s) is to be repaired and/or replaced exactly to the state and/or item brand prior to damage at total cost to the client.

17. Client agrees not to smoke tobacco or drink alcohol while on property.

18. Client agrees to abide by listed and posted barn rules and abide by posted stable operation hours.

19. Client agrees to wear appropriate attire and foot wear while on premises.

20. Client agrees not to ride, drive, lunge, or exercise equine(s) without prior appointment scheduled with trainer while horse is in training.

21. . Client agrees that any legal disputes are to be settled in the state of which the stable and training and boarding are geographically located, i.e. Indiana according to Indiana laws.

22. Client shall provide 30 days written and verbal notice to Melissa Ashcraft before the date of termination or incur the price of the following month’s training. ALL COSTS, FEES, AND EXPENSES, ARE TO BE PAID IN FULL ON OR BEFORE THE DATE OF THE REMOVAL OF THE EQUINE(S).

\_\_\_\_\_\_\_\_\_\_\_ Client’s initials

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Client’s Name Date: Transitions Representative Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client’s Signature Date: Transitions Representative Signature Date

 **Transitions Equestrian Center**

 **Additional Notes and Comments:**