



TRANSPORT AGREEMENT AND LIABILITY RELEASE

This equine service contract (this "**Agreement**") dated the _____ day of _____, _____ is made and entered into between A Gray Day Training and _____ (OWNER).

PLEASE READ CAREFULLY BEFORE SIGNING. TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES. YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW.

Section 1. DEFINITIONS. The Terms "**TRANSPORTER**" or "**TRANSPORT**" shall herein refer to a Gray Day Training and its trainers, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on its behalf, as the person providing the means and services to transport horse(s) included in this agreement. "**TRAINER**" shall refer to A Gray Day Training and its trainers, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on its behalf. "**FACILITY**" or "**PREMISES**" shall herein refer to any location where Services are performed and a Gray Day Training Home Arena and it's trainers, managers, owner's, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on it's behalf. "**OWNER**" or "**RIDER**" shall herein refer to the owner, rider or lessee and the parents or legal guardians thereof if a minor, of the horse(s) to be transported under this Agreement. "**HORSE(S)**" and "**ANIMAL(S)**" shall herein refer to all equine species, and also to the specific ANIMAL(S) to which this Agreement refers. "**TRAIN**" and "**TRAINING**" shall herein refer to the education, schooling, and conditioning of HORSE. "**CONTROL**" and "**LOADING**" shall herein refer to any and all actions being done to the HORSE(S) be it tied, untied, confined, or unconfined. "**HORSEBACK RIDING**" shall herein refer to all education related to riding or otherwise handling of HORSE(S), whether from the ground or mounted.

Section 2. PURPOSE and CONSIDERATION. OWNER hereby engages TRANSPORTER and TRANSPORTER hereby agrees to provide one or more of the SERVICES as described on Appendix A in accordance with the terms of this Agreement (the "**SERVICES**"). OWNER hereby agrees to compensate TRANSPORTER for such SERVICES in accordance with this Agreement and the fee schedule as set forth on Attachment A, Part II and Part III

Section 3. PAYMENT OF INVOICES. Hourly Training Fees, Trip Charges, and Transport Fees are due at the time of service.

Invoices are payable with cash, check, or Pay-Pal.

A fee of \$30.00 will be applied for each returned check and checks will no longer be accepted.

- 3.1 Fee Changes. All fees and fee terms are subject to change upon thirty (30) days prior written notice to OWNER.
- 3.2 Upon completion or termination of this Agreement, the remainder of any and all expenses shall be due and payable immediately. All fees and expenses must be paid in full in cash or other type of secure funds. Personal checks are accepted only if the balance is paid off more than ten (10) days before contract is completed.
- 3.3 Late Fees and Interest. In the event a payment is overdue by 5 days, a \$25 fee will be charged. In the event a payment is overdue by thirty (30) days OWNER will also be charged interest at the rate of 1 ½% (percent) monthly in addition to the \$25 penalty.

Section 4. TRAINER DUTIES AND RESPONSIBILITIES TRANSPORTER shall TRANSPORT HORSES and perform the SERVICES in accordance with generally accepted professional standards. TRAINER will exercise reasonable care for the safe transportation and protection of the RIDER and the HORSE to the best of her ability.

Section 5. EMERGENCY CARE.

TRANSPORTER agrees to attempt to contact OWNER'S designated contact should TRANSPORTER determine emergency treatment is needed for any RIDER or HORSE. If TRANSPORTER is unable to contact OWNER'S designate, TRANSPORTER is authorized to secure emergency care required for the health and well-being of said RIDER(S) or HORSE(S). OWNER shall pay all costs incurred for such care. TRANSPORTER is authorized, as OWNER'S agent, to arrange direct billing to OWNER.

Initials:
_____ Owner

Section 6. OWNER ACCEPTANCE OF RESPONSIBILITY. During the time that the *HORSE* is being *TRANSPORTED*, the *HORSE* shall be under the direction of *TRANSPORTER*. *OWNER* has inspected the *TRANSPORT VEHICLES* and is satisfied that the conditions of the *TRANSPORT VEHICLES* will provide an adequate and reasonable level of safety for *HORSE* and *OWNER*. *OWNER* further understands that the *LOADING*, *TRANSPORTING* and *CONTROL* of a horse is potentially dangerous. *TRANSPORTER* is in no way responsible for the results of the behavior of any *HORSE(S)* being *TRANSPORTED* which could potentially cause injury, illness and/or loss of life. *OWNER* further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the *RIDER* or *HORSE*, *RIDER'S* family members, invitees or other handlers or agents appointed by them, while under *TRANSPORT*. *RIDER* is also responsible for accidents, injuries, and loss of life sustained by *HORSE* or *RIDER*, *RIDER'S* family members, invitees and agents caused by or in relation to *HORSE* or *RIDER'S* actions or behavior.

Section 7. DIRECT LOSS TO PERSONAL PROPERTY WARNING. *OWNER* is hereby warned that direct loss or damage, theft, injury or disappearance of *OWNER'S* tack, equipment or other property is not covered by *TRANSPORTER'S* insurance and *TRANSPORTER* shall not be liable for *OWNER'S* tack, equipment or other property.

Section 8. RISK OF LOSS AND STANDARD OF CARE. During the time that the *HORSE* is under *CONTROL* of *TRANSPORTER*, *TRANSPORTER* shall not be liable for any sickness, disease, astray, theft, death or injury which may be suffered by the *HORSE* or *RIDER(S)* or any other cause of action whatsoever, arising out of or being connected in any way with the *TRANSPORTING* of *HORSES*, except in the event of gross negligence or intentional, willful or wanton misconduct on the part of *TRANSPORTER*. This includes, but is not limited to, any personal injury or disability *RIDER* or *HORSE* may receive while under *TRANSPORT*.

Section 9. LIMITATION OF ACTIONS. Any action or claim brought by *OWNER* against *TRANSPORTER* in connection with this *Agreement* or the provision of the *SERVICES* must be brought within *one (1)* year of the date such claim or loss occurs.

Section 10. AGREEMENT SCOPE AND TERRITORY. This *Agreement* shall be legally binding upon *TRANSPORTER* and *OWNER* when signed by both parties. This *Agreement* is entered into in the state and county of *PREMISES* of *TRAINER* and will be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Any disputes by *OWNER* shall be litigated in and venue shall be the county in which the *FACILITY* is physically located. If any clause, phrases or word is in conflict with the laws of Pennsylvania then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

Section 11. ENTIRE AGREEMENT. This contract represents the entire *Agreement* between the parties. No other *Agreements*, promises, or representations, verbal or implied, are included herein unless specifically stated in this written *Agreement*. All appendices, fee schedules, information sheets, or other information provided on such appendices, schedules, and *attachments* are incorporated into this *Agreement* and made a part hereof.

Section 12. INHERENT RISKS AND ASSUMPTION OF RISK. *OWNER* acknowledges there are inherent risks associated with equine activities such as described below, and *OWNER* hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of *HORSES* to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to *ANIMAL(S)* itself or to other animals around them; the unpredictability of a *HORSE'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(S)* or not acting within such participant's ability. I, the *OWNER*, or guardian, if *OWNER* is under 18 years of age, acknowledges that all activities around *HORSES* such as, riding, handling and as a spectator are and can be dangerous

Section 13. TRANSPORTED HORSE HEALTH WARRANTY Each horse to be transported must be free from transmissible diseases, and must be effectively wormed, and current on immunizations as set forth on *Attachment B*. An up-to-date worming and immunization record must be available for each horse to *TRANSPORTER* prior to transport. In addition, *TRANSPORTER* may request an up-to-date Vet. Health Certificate and/or Negative Coggins Test be presented prior to *TRANSPORT*.

Section 14. LIEN AGAINST TRANSPORTED ANIMAL The *OWNER* hereby grants a possessory lien against the transported *HORSE(S)* to the *TRANSPORTER* for the value of all unpaid charges resulting from transport and/or any other expenses incurred for services rendered to horse(s). Should such charges go unpaid the *TRANSPORTER* shall be entitled to exercise the right to enforce said lien according to the laws of the Commonwealth of Pennsylvania.

Initials:

_____ Owner

Section 15.

RELEASE OF LIABILITY AND WAIVER

UNDERSTANDING THIS PARAGRAPH TO BE A RELEASE AND WAIVER, and intending to bind, in consideration of *TRANSPORTER* undertaking the transport and relating services under the terms set forth herein, I, the undersigned *OWNER*, HEREBY RELEASES, WAIVERS, DISCHARGES, AND COVENANTS NOT TO SUE *TRANSPORTER*, *transporter's* owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations FROM ALL LIABILITY to *OWNER*, his or her heirs, next of kin, executors, administrators, and assigns, FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS, whether known or unknown, anticipated or unanticipated, AND HOLD *TRAINER* and *TRANSPORTER* HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING REASONABLE ATTORNEYS' FEES, NOTWITHSTANDING ANY CLAIM THAT *TRAINER* or *TRANSPORTER* CONTRIBUTED TO THE LOSS OR DAMAGE. *OWNER* further agrees that except in the event of *TRANSPORTER'S* gross and willful negligence or intentional, willful and wanton misconduct, *OWNER* shall not bring any claims, demands, legal actions and causes of action, against *TRANSPORTER*, *TRAINER* and *TRANSPORTER'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 the *ANIMAL(S)*, and/or by me and/or my minor child or legal ward, in relation to the *TRAINER*, *PREMISES* and operations of *TRANSPORTER*. *TRANSPORTER* will use due diligence to safely *TRANSPORT*, 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. *OWNER* agrees that this Section 19 extends to all acts of negligence by *TRANSPORTER* and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion is held invalid, the balance shall continue in full legal force and effect.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF *OWNER* #1

DATE:

SIGNATURE OF *OWNER* #2 (Parent/Legal Guardian if Minor)

DATE:

OWNER'S NAME(S)

DAYTIME PHONE

ADDRESS

EVENING PHONE

CELL PHONE

Agreed and Acknowledged: A Gray Day Training

BY: _____

Date: _____

Name: _____

Title: _____

Tack and equipment inventory that is to be transported: _____

Initials:

_____ Owner

Horse Transporting Attachment A

Part I. Fees and Services to be Provided:

Horse Trailer Loading and Transporting:

Hourly Fees, Hauling Rates & Trip Charges: see [Attachment A, Part II](#) and [Part III](#)

Includes:

- *TRAINER* works with *HORSE* to load it onto trailer for *TRANSPORT*
- *HORSE* is *transported* for short distance training ride, trail ride or show & returns to same place.
- *HORSE* is *transported* from Home Barn to Training Facility and returned to home barn after *training* is completed.
- *TRAINING* and *TRANSPORTING* time and *program* varies depending on the *HORSE'S* behavior learning curve, and temperament.
- Owner is responsible for providing the tools recommended for the Horse's Training and welfare.

Additional Training Options & Fees:

- Any Fees charged by OWNER'S facility for use in training are ***Owner's responsibility.***

Part II. Payment and Hourly Rate Information:

Instructing/Training

Hourly Training/Loading Lessons
\$40 per hour **\$20** per half hour

Payments

All Payments are due at time of service. Cash, check and paypal accepted.

Payments can be made in person or mail to: **A Gray Day Training, PO Box 81, Harmony, PA 16037**

Part III. Hauling Rates & Trip Charges:

Hauling Rates

\$1.00 per Unloaded mile, \$2.00 per Loaded mile, for HORSE Transporting – minimum charge \$40

Horse transporting services are **ONLY** provided between the home barn & various facilities for *training* purposes.

Tolls are the responsibility of *Owner*

Short trips may be made for the purposes of *Training a HORSE* in trailer loading, traveling and unloading.

\$1.50 a mile round trip, for *Transporting Horses* for the purpose of trail riding or shows – minimum charge **\$25**

Transportation for trailer training, trail rides or shows leave & return to the same location.

Maximum travel of 125 miles from Zip Code 16066

Rates are based on the miles between *FACILITY* and the destination, **one-way.**

Initials:
_____ Owner

Horse Transporting Attachment B

HORSE INFORMATION SHEET

Horse currently under training contract to "Gray Day Training"? No Yes, If yes, Horse's Name: _____

OWNER'S INFORMATION:

Owner's Name: _____
 Phone No.: (home) _____ cell) _____ (work) _____
 Address: _____
 City/St/Zip: _____
 E-mail: _____ Text: yes no

Ownership of HORSE: (choose one) _____ Has full title _____ Leases the HORSE _____ Manages HORSE _____
 Purchased HORSE on installment contract -With full payment due _____ / _____ / _____
 Title and registration currently held by: NAME _____
 Address City/State/Zip _____ (Phone) _____

To be contacted in case of emergency, if owner cannot be reached-released to make health decisions on OWNER'S behalf:

Name: _____
 Phone No.: (home) _____ (cell) _____ (work) _____
 Address: _____

Horses Name: registered: _____ Barn: _____
 Height: _____ Age: _____ Breed: _____ Color: _____
 Markings/Brands: _____

Sex: S (stallion) M (mare) G (gelding) C (colt) F (filly) {Mares: pregnant?} YES/NO If yes, expected arrival date is _____
 Papers: Yes No Reg. Organization: _____ number/brand: _____ Microchip number: _____

Value of HORSE at time of loading \$ _____ Is HORSE insured? Yes No (check one)
If HORSE is valued over \$5,000 we require the owner carry mortality/accident/loss of use for the length of training.
 Insurance Carrier: _____ Policy # _____
 Carrier's Address: _____

Vaccination Dates: Tetanus Toxoid _____ Rabies _____ Coggins Test: _____
Date of last Worming: _____ West Nile _____ Rhino _____

Veterinary emergency contact: Name: _____ Phone Number: _____

HORSE IS IS NOT (check one) considered a surgical candidate in the event of colic or serious illness

CURRENT BOARDING INFORMATION:

Name of Facility/owner: _____ Phone number: _____
 Address: _____ How long at this facility? _____

Special Care Requirements: _____

Does HORSE have any dangerous propensities/Habits? If yes, describe: _____

The undersigned owner or authorized agent hereby declares that the above information is true and correct, and agrees to indemnify and hold a Gray Day Training and Valerie Gray-Nelson harmless from any and all costs, liability, damages, including without limitation attorney's fees and costs, resulting from any representation made herein by the undersigned owner.

Signature of Owner: (or authorized agent) _____

Print Name: _____ Date: _____

Initials: _____
 _____ Owner