



Travel HORSE & OWNER TRAINING AND LIABILITY RELEASE AGREEMENT

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 "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 PERSON and the parents or legal guardians thereof if a minor, that are contracted to be TRAINED 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 RIDER and/or HORSE. "CONTROL" 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 TRAINER and TRAINER 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"). RIDER hereby agrees to compensate TRAINER for such SERVICES in accordance with this Agreement and the fee schedule as set forth on Attachment A, Part II.

Section 3. PAYMENT OF INVOICES. Hourly Training Fees, Trip Charges, Transport Fees are due at the time of service. Invoices are payable with cash, check, or Pay-Pal. A fee of \$35.00 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. If RIDER fails to pay any amount due under this Agreement for more than thirty (30) days, TRAINER may, at its discretion, immediately cease providing SERVICES and accelerate all amounts due under this contract option upon ten (10) days written notice to OWNER.

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

4.1 TRAINER Guarantee: TRAINER guarantees that OWNER will see an improvement in OWNER'S HORSE'S attitude, skills, and responsiveness to cues each month the HORSE is in TRAINING with TRAINER provided that OWNER:

- a) Participates at least once every week in learning what the HORSE is learning
- b) Uses tools that TRAINER recommends
- c) Observes and learns to implement methods that trainer recommends.

If RIDER is not satisfied, then RIDER may request a refund equal to the immediately preceding months TRAINING fees. The request for the refund must be received in writing at the time of completion of the month of TRAINING. Upon verification by TRAINER that RIDER complied with the requirements set forth above, a check refund will be provided to RIDER.

Initials:

_____ Owner

- 4.2 Limitation on Guarantee. Other than the guarantee stated above, TRAINER cannot and does not guarantee the effect of the TRAINING program or that any particular results will be achieved. Numerous factors beyond the control of TRAINER may impact the effectiveness of the SERVICES such as the individual physical and mental ability of each HORSE and RIDER.
- 4.3 Additional TRAINER Duties and Responsibilities. TRAINER shall care for HORSE and RIDER in an adequate manner with pace of education being determined by TRAINER.
- 4.4 TRAINER shall furnish all labor. TRAINER has complete CONTROL over the manner of TRAINING and agrees to take reasonable precautions for the proper performance thereof.

Section 5. EMERGENCY CARE.

- 5.1 TRAINER agrees to attempt to contact OWNER'S designated contact should TRAINER determine emergency treatment is needed for any RIDER or HORSE. If TRAINER is unable to contact OWNER'S designate, TRAINER 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. TRAINER is authorized, as OWNER'S agent, to arrange direct billing to OWNER.
- 5.2 OWNER agrees to notify TRAINER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency.

Section 6. TRAINER'S RIGHT TO REFUSE SERVICES. TRAINER reserves the right to refuse the continuation of TRAINING of any RIDER(S) for any reason, including, but not limited to: poor health, dangerous propensities, habits and/or vices; and/or non-trainable condition which TRAINER may not be equipped or capable to handle; and RIDER'S refusal to obey stable rules or to cooperate with TRAINER on reasonable requests relative to the management, TRAINING, welfare and safety of ANIMAL(S) and people on PREMISES. In such event TRAINER may give RIDER immediate notice and provide written notice within three (3) days of verbal notice. All fees due at time notice is given are due within seven (7) days. After all fees have been paid in full this Agreement is concluded.

Section 7. EXCLUSIVITY. Nothing in this Agreement limit's the right of TRAINER to sell any of its SERVICES to any other person or entity, and it is anticipated that TRAINER will continue to offer its SERVICES to such persons or entities even though these SERVICES are similar to the SERVICES provided to RIDER.

Section 8. RIDER DUTIES AND RESPONSIBILITIES - Disclosure of both HORSE and RIDER'S Current Level of Training. RIDER shall thoroughly complete the Information Sheet attached as Attachment B. This Information Sheet must include any and all information to aid TRAINER in TRAINING and educating the HORSE and RIDER.

Section 9. ASSIGNABILITY. OWNER may not assign any rights or delegate any duties under this contract without prior consent of TRAINER.

Section 10. OWNER ACCEPTANCE OF RESPONSIBILITY. During the time that the HORSE and RIDER are being TRAINED, the RIDER shall be under the direction of TRAINER. RIDER has inspected PREMISES and is satisfied that the conditions of the PREMISES and the FACILITIES will provide an adequate and reasonable level of safety for HORSE and RIDER. RIDER further understands that the RIDING and handling of a horse is potentially dangerous. TRAINER is in no way responsible for the results of the levels of skill the RIDER displays which could potentially cause injury, illness and/or loss of life. RIDER 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 in TRAINING. 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 RIDER'S actions or behavior.

Section 11. DIRECT LOSS TO PERSONAL PROPERTY WARNING. RIDER is hereby warned that direct loss or damage, theft, injury or disappearance of RIDER'S tack, equipment or other property is not covered by TRAINER'S insurance and TRAINER shall not be liable for RIDER'S tack, equipment or other property.

Section 12. RISK OF LOSS AND STANDARD OF CARE. During the time that the RIDER is under direction of TRAINER, TRAINER 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 RIDING of HORSE(S), except in the event of

Initials:

_____ Owner

gross negligence or intentional, willful or wanton misconduct on the part of TRAINER. This includes, but is not limited to, any personal injury or disability RIDER or HORSE may receive on PREMISES.

Section 13. ADDITIONAL AGREEMENTS – List any Additional Agreements here, Must be individually initialed by each party.

Section 14. RIGHT OF TERMINATION.

14.1 Termination without cause. Each party is entitled to terminate this Agreement without cause upon seven (7) days written notice to the other party and after a minimum TRAINING period of one month.

14.2 Termination with cause. Each party is entitled to terminate this Agreement by written notice to the other party if the other party breaches or is in default of any obligation under the contract, which breach or default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of written notice of such breach or default. 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.

Section 15. LIMITATION OF ACTIONS. Any action or claim brought by OWNER against TRAINER 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 16. AGREEMENT SCOPE AND TERRITORY. This Agreement shall be legally binding upon TRAINER 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 17. 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 18. INHERENT RISKS AND ASSUMPTION OF RISK. RIDER acknowledges there are inherent risks associated with equine activities such as described below, and RIDER 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 RIDER, or guardian, if RIDER 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 19. RELEASE OF LIABILITY AND WAIVER

UNDERSTANDING THIS PARAGRAPH TO BE A RELEASE AND WAIVER, and intending to bind, in consideration of TRAINER undertaking the TRAINING and incidental SERVICES under the terms set forth herein, OWNER HEREBY RELEASES, WAIVERS, DISCHARGES, AND COVENANTS NOT TO SUE TRAINER 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 FACILITY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING REASONABLE ATTORNEYS' FEES, NOTWITHSTANDING ANY CLAIM THAT TRAINER CONTRIBUTED TO THE LOSS OR DAMAGE. OWNER further agrees that except in the event of TRAINER'S gross negligence or intentional, willful and wanton misconduct, OWNER shall not bring any claims, demands, legal actions and causes of action, against TRAINER and TRAINER'S ASSOCIATES as stated above in this

Initials:

_____ Owner

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 PREMISES and operations of TRAINER.

OWNER agrees that this Section 19 extends to all acts of negligence by TRAINER 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 stored on the PREMISES:

Onsite Training Attachment A**Part I. Fees and Services to be Provided:****Hourly lessons:**

Fees: see **Attachment A, Part II**

Includes:

- TRAINER works with HORSE to bring it up to the desired level and instructs OWNER in the methods to continue and progress independently.
 - TRAINING time and program varies depending on the HORSE'S learning curve, temperament, and athletic ability.
 - The HORSE will be exposed to a variety of groundwork depending on the HORSE'S current behavior & needs.
 - OWNER also encouraged in receiving occasional lessons on the cues and methods used to TRAIN the ANIMAL(S).
- Activities the HORSE and OWNER shall be exposed to include (but are not limited to) methods for:

Horses:

- o Accepting humans as Alpha
- o Giving in to pressure, round penning
- o Learning to accept correction from a Human
- o catching, haltering, leading
- o standing, picking up feet ,
- o clipping, desensitizing
- o saddling, bridling
- o Standing still for mounting
- o Responding to rider cues
- o Other activities that are a part of a typical life interacting with horses.

Owners:

- Speaking the Horse Language
- Correcting various unacceptable behaviors
- Alpha Round Pen and Free Lunge
- Assess and approach a horse.
- Catch, Halter, Lead and Tie a horse.
- Groom and Pick up a horse's feet.
- Saddle and Bridle a Horse.
- Mount and Dismount a Horse.
- Ride and Control a horse

- Owner is responsible for providing the tools recommended for the Horse's Training and welfare.
- During a lesson TRAINER may have another Horse participating at the same time so that OWNER can experience and observe other types of behavior and situations.

Additional Training Options & Fees:

- Any Fees charged by OWNER'S facility for use in training are Owner's responsibility.
- Please see Attachment A, Part III for possible trip charges.
- Mileage for Hauling - Please see Attachment A, Part III.

Part II. Payment and Rate Information:**Instructing/Training****Hourly**

- \$50 per hour \$25 per half hour - for horse only or horse and owner together
- A two (2) hour minimum is required for Travel to Sites located more than 60 Miles from zip code 16066.
- Use of a Gray Day Training horses - \$10 per requested session.

Scheduling:

It is up to RIDER to schedule their sessions with TRAINER. If RIDER defaults in keeping that schedule without making other arrangements at least 24 hours in advance then RIDER forfeits that session time while still being charged for the session. - Off-site \$25 Fee per occurrence + applicable trip charges

Payments can be made in person or mail to: A Gray Day Training, 2189 Lovi Rd, Freedom, PA 15042

Initials:

_____ Owner

Part III. Trip & Hauling Rates:

Trip Charges

- \$.85 a mile may be charged for services performed off site more than 20 miles from FACILITY (Zip code 16066, or intersection of I-79 & I-76 in Warrendale, PA).
- Rates are based on the miles between FACILITY and the destination, one-way.
- First 20 Miles from facility is Free, after 20 miles the per mile rate charge applies.
- o Example: If you are 50 miles away from home facility, only 30 times the mileage rate will be charged – each way

Onsite Training Attachment B:**HORSE and OWNER'S INFORMATION SHEET**

Lesson start date: _____

OWNER'S INFORMATION:

Owner's Name: _____

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

Address: _____

City/St/Zip: _____

E-mail: _____ Text: _____ yes _____ no _____

To be contacted in case of human emergency

Name: _____

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

Address: _____

Allergies, if known _____

Other _____

Doctor or pediatrician:

Name: _____ Phone: _____

Address: _____

Preferred hospital or Emergency Treatment Center: _____

Phone: _____

OWNER'S previous level of experience: (please check one):

- _____ 1) Novice – no experience _____ 2) Minimal exposure or experience
 _____ 3) Some previous exposure _____ 4) Quite Experienced

Describe your current level of TRAINING: (use reverse side of page if needed) _____

HORSE'S INFORMATION:

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: _____

Initials: _____

_____ Owner

Onsite Training Attachment B continued:

CURRENT BOARDING INFORMATION:

Name of Facility/owner: _____ Phone number: _____

Address: _____ How long at this facility? _____

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

Name: _____

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

Address: _____

Veterinary emergency contact: Name: _____ Phone Number: _____

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

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

Habits: _____

Describe your HORSE'S temperament: (use reverse side of page if needed:) _____

Describe your HORSE'S current level of TRAINING: (use reverse side of page if needed:) _____

Describe any pertinent personality, health, or soundness issues with your HORSE: (use reverse side of page if needed) _____

List the specific goals and focuses for your HORSE'S TRAINING: (use reverse side of page if needed:) _____

specific goals and focuses for your TRAINING: (use reverse side of page if needed) _____

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