

HORSE TRAINING AGREEMENT AND LIABILITY RELEASE - Amended June 16, 2022

FUTURE PERFORMANCE HORSES
2685 Co Rd 1162, Cullman, AL 35057
www.FuturePerformanceHorses.com
(334) 797-7787

PLEASE READ CAREFULLY BEFORE SIGNING;
FUTURE PERFORMANCE HORSES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S).

IT IS HEREBY AGREED TO AS FOLLOWS:

WARNING: Under Alabama 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 the Equine Activities Liability Protection Act, 6-5-337 (enclosure).

A. DEFINITIONS - The term "TRAINER" shall herein refer to any of Future Performance Horses' trainers, managers, owners, agents, volunteers, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Future Performance Horses' behalf. The abbreviation "FPH" shall herein refer to Future Performance Horses. 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 terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning, control, and education of horses. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER either intends for the TRAINER to undertake the training of the animal(s) listed below under Clause C or have the TRAINER educate the OWNER on how to train the animal(s). The TRAINER will provide other incidental services according to terms and conditions set forth herein. OWNER must select on option below and agrees to pay the TRAINER the sum as indicated by the option chosen for each animal.

1. ____ TRAINER predominantly trains the animal(s) for the sum of either \$850/month (conditioning/finishing) or \$1050/month (starting/behavior modification) - 1 OWNER lesson per month on how to interact with and/or train the animal(s) during the animal's stay is included, as is full board (pasture/stall is at trainer's discretion); however, feed and hay are **not** included. When OWNER is present, the focus will be in teaching the OWNER over the animal(s). Note: Individual pasture access has an additional cost of \$100 per month for mares and geldings. Due to stallions' innate nature of being harder on equipment and enclosures, and the extra attention they require, an additional cost of \$100 per month, *in addition to* the separate run cost, will be **required**.

2. ____ Hourly lesson where TRAINER teaches OWNER and perhaps HORSE together. Incidentals like boarding, grooming, etc. are not included. The rate is \$75 per hour for a private lesson. \$60 per hour for a group lesson. A group lesson is when 2-3 people do a lesson at the same time. A 2 hour minimum is required **if** TRAINER has to travel more than 25 miles away from FPH. Travel charges are as follows: \$1.50/mile personal vehicle and \$2.00/mile truck and trailer, plus \$60.00 hook-up/disconnect fee shared between horses. It is up to the OWNER to schedule their sessions with the TRAINER; if the OWNER defaults in keeping that schedule, then the OWNER forfeits that session time, while still being charged for the session. During a lesson the TRAINER may have another horse participating at the same time, so the OWNER can experience and observe other types of behavior and situations. OWNER is responsible for providing their own tools that the TRAINER recommends in the teaching and welfare of horses.

a) TRAINER may do most of the interaction with the horse during a session, while the OWNER observes and learns.

b) For an additional fee OWNER may request a summary of a lesson in either written form (\$10) or via video (\$20).

OWNER needs to notify TRAINER before the lesson if a summary is wanted. Minimum 48 hour notice for a video summary.

Monthly charges for training and other incidental services are due each month *prior* to training.

OWNER'S INITIALS _____

E. PAYMENT OF INVOICES

Invoices are payable via cash, check (made payable to Amy Smith), PayPal (sent Friends and Family to FuturePerformanceHorses@yahoo.com), or Venmo (sent Friends and Family @Amy-Smith-FPH) upon receipt or agreed upon date. A fee of \$35.00 will be applied for each returned check and checks will no longer be accepted as a form of payment. A fee of \$15.00 will be applied for each PayPal/Venmo payment remitted as Goods and Services, in addition to the fee charged to the TRAINER. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from TRAINER's possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 14 days before the animal leaves TRAINER's possession.

In the event a payment in full is overdue by five (5) days, a \$5.00 late fee per horse per day, starting on the 6th day, will be charged, up to a maximum of \$75 per horse per month. In the event a payment is overdue by thirty (30) days, TRAINER shall be entitled to a lien against the horse and/or equipment stored upon TRAINER's premises in the full amount due. Enforcement of said lien shall be at the discretion of TRAINER who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

F. TRAINING OF HORSE

The TRAINER shall train the horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horses and shall educate and train the horses and OWNERS to the best of his/her ability. TRAINER guarantees that the OWNER'S horse's attitude, skills, and responsiveness to cues will improve each month the horse is in training with Future Performance Horses pending the OWNER participates at least once a month in learning what the horse is learning, uses tools that the TRAINER recommends, and OWNER leaves the horse in training an appropriate length of time to accommodate the ANIMAL'S physical and mental capabilities and the OWNER sets forth reasonable, appropriate goals. Other than the guarantee stated above the TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse.

A non-refundable deposit of \$500 is required to reserve a start date for the ANIMAL'S training. If the OWNER fails to produce animal for training on the agreed upon start date, the deposit is forfeited and the TRAINER has the right to fill the training slot with a different ANIMAL. The OWNER requests the ANIMAL remain in training for _____ months/_____ days and agrees to pay training board through the entirety of that time - even if the ANIMAL leaves training prior to the conclusion of this contract, all training board fees must be paid as scheduled. Any requests to extend or terminate training must occur 30 days in advance of completion of each contract and in writing. Extensions are based on availability and allowed at the TRAINER's discretion.

TRAINER shall provide suitable facilities and care for horse in an adequate manner with the feeding schedule being determined by the OWNER, but amendable at the discretion of the TRAINER. TRAINER shall furnish all labor. The TRAINER has complete control over the manner of training and shall take all precautions for the proper performance thereof.

OWNER shall submit an information sheet for each horse on the premises belonging to OWNER upon delivery of the horse to be TRAINED. This Information Sheet shall include any and all information on each horse that will aid the TRAINER in training and maintaining the horse (see page 2). This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse, and how well the horse gets along with others. Failure to disclose information can prove hazardous and the OWNER will be responsible for any damages, injury, or death occurring to animal or human as a result.

G. SALE OR DEATH OF HORSE

It is hereby agreed that in the event of the sale of the horse, the death of the horse, or the horse becomes unfit to train, the original training contract length will monetarily fulfilled by the OWNER or another horse will be provided by the OWNER for TRAINING.

H. HORSE HEALTH WARRANTY

Each horse coming to the TRAINER's premises must be effectively wormed, and current on immunizations for this area, at least 7 days prior to arriving at the training facility. TRAINER will make an effort to keep each horse in good health but cannot guarantee each horse's health. OWNER must present the following up-to-date documents to TRAINER prior to the entry of horse onto TRAINER's premises: Worming/Immunization Record (to include Strangles) and Proof of Negative Coggins

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I. TRAINER'S RIGHT TO REFUSE SERVICES

TRAINER reserves the right to refuse the continuation of training services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits/vices, and/or non-trainable condition which TRAINER may not be equipped or capable to handle; OWNERS 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 7 (SEVEN) days written notice to remove horses from premises). After all fees for the original contract length have been paid in full, this agreement is concluded. Failure to pay training and other fees as due shall also entitle TRAINER to act upon Clause Q.

J. ROUTINE HORSE CARE REQUIREMENT

Horses in training must participate in TRAINER's worming (every month), immunization (every 6-12 months), hoof trimming/shoeing (every 4-6 weeks or as needed), and dental programs (every 6 months or as needed), the cost of which shall be borne by OWNER. All expenses for the horse by other professionals are the responsibility of the OWNER and the OWNER shall pay that professional for their service according to each professional's billing practice. The OWNER shall schedule their own appointments with the professional for their horse, if a service is to be provided outside of TRAINER's scheduled times for such a professional service.

K. EMERGENCY CARE

TRAINER agrees to attempt to contact OWNER should TRAINER determine veterinary treatment is needed for said horse(s), but, if TRAINER is unable to contact OWNER, TRAINER is then authorized to secure emergency veterinary and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within seven (7) days from the 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 if recommended by a veterinarian in the event of colic, or other life threatening illness, unless TRAINER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates. 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. 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 medical treatment of the horse(s).

L. INHERENT RISKS AND ASSUMPTION OF RISK

The undersigned OWNER 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 ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its 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 itself or to other animals around them; the unpredictability of equine reactions 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 or not acting within such participant's ability.

M. RISK OF LOSS AND STANDARD OF CARE

During the time that the animal(s) is/are in custody of TRAINER, TRAINER shall not be liable for any sickness, disease, stray, theft, death, or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding or TRAINING of said animal(s). This includes, but is not limited to, any personal injury or disability the OWNER may receive on TRAINER's premises. The OWNER fully understands that TRAINER does not carry any insurance on any animals not owned by it for boarding, TRAINING, or any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of TRAINER are to be borne by the OWNER. The standard of care applicable to TRAINER is that of ordinary care of a prudent animal owner and not as a compensated bailee.

OWNER'S INITIALS _____

In no event shall TRAINER be held liable to OWNER for equine death in an amount in excess of Two Hundred Dollars (\$200) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Two Hundred Dollars (\$200), at OWNER's expense, or forego any claim for amounts in excess of Two Hundred Dollars (\$200). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide TRAINER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING

OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by TRAINER's insurance; TRAINER shall not be liable for the OWNER's horses, tack, equipment or property.

O. OWNER ACCEPTANCE OF RESPONSIBILITY

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 conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse 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 ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees, or other handlers/agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the TRAINER by OWNER. 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).

P. RELEASE OF LIABILITY

In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER's owners, agents, employees, volunteers, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER's behalf, (hereinafter, collectively referred to as ASSOCIATES), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TRAINER's and/or TRAINER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, 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 the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER. OWNER further voluntarily agrees and warrants to Release and Hold Harmless the TRAINER and TRAINER's ASSOCIATES from any liability whatsoever, including, but not limited to, any incident caused by or related to TRAINER'S negligence; injuries known, unknown, or otherwise not herein disclosed; injuries, death, or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling of horse whether horse is bucking, flipping, spooked; or OWNER'S failure to understand any of the TRAINER's directions relating to riding or otherwise use and control, or lack thereof, of horse.

Q. RIGHT OF LIEN

The OWNER is given notice that TRAINER has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, TRAINER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event TRAINER exercises TRAINER's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by TRAINER's representatives setting forth the material facts of the default and foreclosure as well as TRAINER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of \$3500.00 will be assessed.

OWNER'S INITIALS _____

R. LIMITATION OF ACTIONS

Any action or claim brought by OWNER against TRAINER for breach of this Contract or for loss due to negligence must be brought within three months of the date such claim or loss occurs.

S. ADDITIONAL AGREEMENTS

Additional agreements should be listed here and be individually initialed by each party.

If none, check here

T. AGREEMENT SCOPE AND TERRITORY

This agreement shall be legally binding upon Future Performance Horses and the OWNER/OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the TRAINER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

U. AGREEMENT CHANGES/UPDATES

The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and services on the Internet at www.FuturePerformanceHorses.com or request a written copy from the TRAINER at the end of each contract for service if the OWNER is to continue using the TRAINER's services. If the OWNER is only using an hourly service that the TRAINER provides then TRAINER shall notify OWNER prior to conducting the service.

V. 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. This contract is made and entered into in the state of TRAINER's stable, and shall be enforced and interpreted in accordance with the laws of said State.

W. CONTRACT LENGTH

This contract is valid for a term of _____ months. At the conclusion of this contract, a new contract will need to be entered upon, if the OWNER desires additional services from the TRAINER. Availability is not guaranteed by the TRAINER.

OWNER'S INITIALS _____

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT. IF THERE ARE SECTIONS IN THIS AGREEMENT WHERE AN OWNER IS SUPPOSED TO CHOOSE AN OPTION AND IT IS NOT CHECKED THEN IT IS ASSUMED THAT THE MOST EXPENSIVE OPTION IS DESIRED.

Signature of OWNER/Date

Printed Name

Signature of OWNER/Date

Printed Name

SIGNER STATEMENT OF AWARENESS

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/Date

Printed Name

Signature of OWNER/Date

Printed Name

OWNER'S DAYTIME PHONE # _____

OWNER'S EVENING PHONE # _____

OWNER'S CELL PHONE # _____

OWNER'S WORK PHONE # _____

OWNER'S ADDRESS _____

OWNER'S EMAIL ADDRESS _____

Please list name, address, and phone number of other emergency contacts TRAINER(S) can reach regarding your horse.

Tack and equipment inventory that is stored on the premises of TRAINER. Attach additional paper if needed:

Signature of Future Performance Horses' Representative/Date

Printed Name

OWNER'S INITIALS _____