

**TOP LINE SPORTHORSE INTERNATIONAL,LLC**

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**UNDER TEXAS LAW (CHAPTER 87 CIVIL PRACTICE AND REMEDIES CODE), 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**

**THIS DOCUMENT CONTAINS RELEASE AND INDEMNITY LANGUAGE.**

**Training Agreement, Liability Release and Indemnification**

This Agreement is made on \_\_\_\_\_ between Top Line Sporthorse International,LLC, ("Trainer") and \_\_\_\_\_ ("Owner").

- **Consideration.** In consideration of the monthly fee per horse per month set forth on Exhibit A hereto ("Training Fee") paid by Owner in advance by the first day of each month. Trainer agrees to train the horse(s) listed below beginning \_\_\_\_\_. Training Fee is due on the first of each month and is deemed late by midnight of the third day. Exhibit A may be amended from time to time by Trainer and Owner will be given thirty days notice.

**Horse #1:**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Insurance Policy: \_\_\_\_\_

Training Plan: \_\_\_\_\_

**Horse #2**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color : \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Insurance Policy: \_\_\_\_\_

Training Plan: \_\_\_\_\_

**Horse #3**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color : \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Insurance Policy: \_\_\_\_\_

Training Plan: \_\_\_\_\_

**Horse #4**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Color : \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Insurance Policy: \_\_\_\_\_

Training Plan: \_\_\_\_\_

- **Term.** This Agreement shall continue from month to month. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

- **Routine Horse Care Requirements.** Owner is responsible for shoeing, worming, and vaccination program consistent with recognized standards, and payment of all costs of same. Owner warrants that he/she will provide, prior to the time of delivery of said horse(s) to Trainer, proof satisfactory to Trainer of a negative Coggins test.

- **Emergency Care.** Should the horse(s) become sick or injured, Trainer shall attempt to telephone the Owner immediately. If the Owner does not immediately inform Trainer regarding measures to be taken, or if the state of the animal's health requires immediate action, Trainer is authorized to request the services of a veterinarian of Trainer's choice or to give any other attention that appears necessary. The Owner shall be responsible for all costs of veterinarian services.

- **Riding Helmet Policy.** Owner is hereby warned by this Trainer that all horse handlers should wear protective headgear while mounting, riding, dismounting, and being around horses, as this may prevent or reduce severity of some head injuries and even prevent death happening as a result of a fall or other occurrence. It is mandatory that all riders under the age of 18 wear protective headgear while mounting, riding, and dismounting and that all riders, regardless of age, wear protective headgear while jumping.No jumping without trainer.

- **Direct Loss to Personal Property.** Owner is hereby warned that Trainer is not responsible for any loss or damage, theft, or injury to Owner's horse(s), tack, equipment, and trailer and such loss is not covered by Trainer's insurance. The Owner, having financial interest in such items, must carry his/her own personal property insurance under a homeowners, tenant's, or other insurance policy, or under a separate policy as in the case of the loss of a horse.

- **Indemnification.** Trainer, its owners, partners, employees, and agents shall not be liable to Owner or to Owner's invitees, guests, permitted riders or to any other person whomsoever, and Owner shall defend, indemnify and hold Trainer harmless from and against any loss or damage due to any injury to person or damage to property (including, without limitation, sickness, death, disease, accident to, theft, or loss of use of a horse) arising out of (i) the handling or training of the horse(s); (ii) trailering of horses by Trainer; (iii) medication of the horse(s) by Trainer, even if caused by the sole or contributing negligence of Trainer, its owner, partners, officers, employees, or agents.

- **Entire Agreement.** This Agreement constitutes the entire agreement between Owner and Trainer regarding the subject matter hereof. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral

modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

**SIGNER STATEMENT OF AWARENESS: I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK, AND RELEASE AGREEMENT. I FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.**

NAME (please print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IF OWNER OR RIDER IS UNDER 18, SIGNATURE OF AGREEMENT BY BOTH PARENTS AND LEGAL GUARDIANS IS ALSO REQUIRED, AND SUCH PERSON(S) FURTHER AGREE, PURSUANT TO PARAGRAPH 6, ABOVE, TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIMS BY OR ON BEHALF OF, SUCH A MINOR:**

Minor's Birth Date: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

**(Printed Name of Signor)**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

**(Printed Name of Signor)**