



Horse Training Agreement and Liability Release

Owner Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Alt. Phone: _____

Email: _____

Emergency Contact - Name: _____ Phone: _____

Riding Level and Experience: _____

Horse To Be Trained:

Name of Horse: _____ Freeze brand? _____

Breed: _____ Color: _____ Sex: _____

Current Insurer if applicable: _____ Policy No. _____

Current Feeding Program: _____

Veterinarian Name: _____ Phone: _____

Farrrier Name: _____ Phone: _____

Other Important Information: _____

Type of Training Requested:

Fee Schedule:

Saddle Training or Saddle Preparation Training: \$1200 per month

Strictly Groundwork: \$900 per month

All Training has a 2-month minimum. 3 months is strongly recommended.

This agreement is made by and between Ava Ellefson – A PLUS HORSEMANSHIP, LLC (“Trainer”), and _____ (“Owner”), the legal owner of the horse described herein as _____ (“Horse”). It is understood that Trainer will provide training services for the Horse as outlined in this agreement.

It is recommended for Owner to have the horse vet checked and confirmed sound prior to the start of training. Owner is responsible for reasonable farrier services and **must provide Negative Coggins and proof of current vaccinations.**

Prior to any saddle training involving a bit, Owner must provide **proof of horse’s teeth being floated within the past 12 months,** unless exempt due to written Veterinary or Equine Dentist recommendation.

At the end of the training course, Trainer will provide a demonstration of the Horse’s progress. Owner is encouraged to schedule at least one lesson per month while the Horse is in training. Additional lessons can be arranged after training is complete to further Owner’s horsemanship skills and support continued progress with the Horse.

It is understood that Trainer will not be held liable for the level at which the horse will progress through the training program. **The horse will be kept on private property, and all visits or lessons must be scheduled with Ava in advance.** Trainer strongly discourages unscheduled visits by Owner, or anyone acting on the Owner’s behalf. Each horse is unique in mentality, ability, as well as experience, and consequently, the degree to which the horse progresses through the Training course depends on the individual horse. If unscheduled visits or other actions interfere with training, safety, or horse welfare, the Trainer reserves the right to terminate the training of the horse at her discretion, without refund.

The Horse will be worked ~ 5 days a week. If a day must be missed, it will be made up by either riding 6 days during a subsequent week or adding an additional day to the end of the training period. **The stated training period reflects the total number of calendar days the horse is in the Trainer’s care, not total ride days.** Estimated Training days are as follows: 30 days is equivalent to 22 days worked. 60 days is 44 days worked, and 90 days is 66 days worked, this gives approximately 2 days off per week. Training frequency is approximate and may be adjusted for the horse’s physical and mental well-being.

Standard Training Communication includes (1) progress update per week (text, photo and/or video). Trainer may provide additional updates at their discretion. **If you prefer enhanced communication, it is an additional \$100 per month;** this would include 2 additional updates per week and must be added on and paid for at the beginning of a month, this will not be pro-rated or refundable. **Standard and Enhanced communication will only be responded to during normal business hours, Monday-Saturday 9:00 AM – 5:00 PM.** Trainer will respond to non-emergency communication within 24-48 hours. Messages received outside of these hours will be responded to the next business day. Emergency messages (health or safety concerns for horse) may be responded to outside normal hours.

During the time that the horse is being trained, the horse 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 condition of the premises and the facilities will provide an adequate and reasonable level of safety. The Trainer agrees to exercise reasonable care for the protection of the horse and shall train the Horse to the best of her ability. It is understood that each animal is unique and the **Trainer cannot guarantee the results or degree to which the horse will be trained.** Trainer is not responsible for any damage, injury, death, or theft to the Owner, Owner’s horse, tack, equipment, or other personal property. If choosing to do so, Owner should carry his or her insurance policies on the horse and personal property. Owner further understands that the training of a horse involves the placing of above-normal-level stresses on the horse, both physically and mentally, and understands that the Trainer is not responsible for the results of training stresses that could potentially cause injury, illness, and/or loss of horse.

Owner hereby authorizes Trainer to transport, haul and trailer the horse listed on this form to and from any equine facilities, shows, equestrian events, rodeos, sales, riding arenas, trails, or other locations. Owner releases, waives, and discharges Trainer, its representatives, employees, and agents from any and all liability or obligation for any and all loss, damage, claim or liability whatsoever arising from or in any way connected with the transportation of said horse. Owner understands that transporting horses is inherently dangerous and expressly assumes all risks associated with having Trainer haul said Horse, including but not limited to loading and unloading, falling, rearing up, bolting, hauling vehicle or trailer malfunction, motor vehicle accidents, interaction with other horses or anything else that may

otherwise cause injury or death. Owner expressly assumes ALL RISKS of having Trainer haul horse, including the risk that Trainer, Trainer's family members, employees, contracts, agents, shareholders, partners, officers, or directors may be negligent. Owner agrees to pay for any damages caused by the horse to trailers or equipment.

Risks, conditions, and dangers are inherent in horse/equine/animal activities, regardless of feasible safety measures which can be taken. Owner is responsible for all damages, injuries, or loss of life caused by or to the horse while in the care, custody, or control of the Trainer, Owner, Owner's family members, invitees, or other handlers or agents appointed by them.

Should the horse become sick or injured, Trainer shall attempt to notify the Owner immediately. If immediate action is required, or the owner cannot be reached, Trainer is authorized to obtain veterinary or professional care at the Owner's expense. **The Owner shall promptly pay all expenses for all services upon billing.** If horse becomes injured or unsound, horse may be kept at Trainer's facility for up to 14 days, in this case, a daily board fee of \$10 per day will apply while the horse cannot be in training. Medication or Wound Care can be given daily during this time for an additional cost of \$4 per dose or application. Training will resume when horse is deemed useable, and any time off will be added on to the end of the training period. If horse is unsound for more than 14 days, further training will be terminated, and horse must be picked up by Owner within 7 days. If it is decided to terminate this agreement due to injury or unsoundness, any unused training and board will be pro-rated and reimbursed to Owner.

TERMINATION OF AGREEMENT

Trainer may terminate this Agreement to train any horse for any reasons which may include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which the Trainer is not equipped to handle; owner's refusal to obey rules or to cooperate with the Trainer on reasonable requests relative to the training, management, welfare and safety of animals and/or people on premises; and/or in event of the Trainer discontinuation of the business of training of horses. **Failure to pay fees or other charges as due shall entitle the Trainer to immediately terminate this Agreement and to keep the Owner's animal in the Trainer's possession with a \$10 per day boarding fee, until all fees and charges are paid in full.** Owner agrees if all fees and charges are not paid within 30 days of written notice sent to Owner by Trainer, they are forfeiting complete ownership of the horse to Trainer.

Owner may terminate this agreement for any reason with 15 days written notice to the Trainer. Trainer shall be paid for all fees incurred up to the termination date and prior to the removal of the horse.

RELEASE OF LIABILITY

In consideration of the Trainer undertaking the training and related services under the terms set forth herein, that I, the undersigned Owner, do agree to release, hold harmless and discharge the Trainer, her agents, employees, officers, directors, representatives, assigns, managers, members, owners of premises and trails, affiliated organizations, from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the Trainer's and/or his associates ordinary negligence or legal liability; and I do further agree that I shall not bring any claims, demands, legal actions and causes of action, against the Trainer and her Associates, as well as A PLUS HORSEMANSHIP, LLC, as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of the Trainer, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by the Trainer, or in the care, custody or control of the Trainer, whether on or off the premises of the Trainer. If Trainer or facility is sued by a third party in connection with the client, such as the client's health insurance company, the client agrees to indemnify the trainer/facility and pay for their legal defense in full.

Owner agrees to pay all Training costs, Boarding costs, and other expenses as listed above, and Owner understands that the horse will not be released until all expenses are paid in full. The owner grants a possessory lien against the horse in training to Trainer, as well an understanding that there is a boarding cost of \$10 per day after the completion

of the training period, until all expenses are paid in full. Should such expenses go unpaid, Trainer will be entitled to exercise the right to enforce this lien according to the laws of the State.

This contract constitutes the entire agreement between the parties. No other agreements, promises, terms, or conditions, whether verbal or implied, are included.

Owner agrees that Horse must be picked up or renewed for another month of training by within 2 business days of the training completion, or a boarding cost of \$10 per day will accrue and be owed upon pickup.

Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481 (1) (e) of the Wisconsin Statutes.

This Agreement, dated _____, is made by and between _____ (“Owner”), and Ava Ellefson – A Plus Horsemanship, LLC, (“Trainer”). Owner is the legal owner of horse described above as Horse To Be Trained, and desires to have that horse trained.

Printed Name of Owner

Signature of Owner

Date

Training Agreement Key Terms Acknowledgement – Please Initial Each Line After Reading

_____ I understand that a **\$200 non-refundable deposit** is required to hold my training spot and will be applied to the first month's training fee.

_____ I understand that **a minimum of 50% of the monthly training cost** is due on the 1st day of each month during training. Any balances must be paid in full before the horse leaves the property of Trainer.

_____ I understand that the Horse must have a **Negative Coggins, current vaccinations, routine farrier care, and proof of teeth floated** prior to training.

_____ I understand that **one FREE lesson is earned for each month** the horse is in training. While the horse is in training, you will receive 50% off additional lessons and 25% off clinics.

_____ I understand that **my horse will be worked ~ 5 days a week**. If a day must be missed, it will be made up by either riding 6 days during a subsequent week or adding an additional day to the end of the training period.

_____ I understand **that all visits or lessons must be scheduled** with Trainer in advance, and unscheduled visits are strongly discouraged as the horse will be kept on private property.

_____ I understand that **I am responsible for all veterinary, medical, farrier, and emergency care costs** while my horse is in training.

_____ I understand that **Standard Training Communication includes (1) progress update per week (text, photo and/or video). If you prefer enhanced communication, it is an additional \$100 per month.**

_____ I understand that **the main concern of A Plus Horsemanship LLC is the safety of myself, my horse, and those around me**. Therefore, if Ava decides my riding level is not fit for my horse at its current state, she may recommend I find somewhere to take lessons on a school-horse to expand my skillset while my horse is in training. If horse or rider safety becomes a concern Trainer may terminate the contract at any time.

_____ I understand **that 30, 60, or even 90 days of training does not equate to a been there, done that, well broke horse**. After returning from training, my horse is in a vulnerable state, and it is my job as the horse's owner to set my horse up for success by keeping up on their training, and not doing so may cause regression. My horse will learn skills and behaviors while in training that may **require time, patience, and work on my part as the horse's owner to ensure I can perform and maintain them**. A horse may act different with riders/handlers who have different levels of confidence. I understand if I don't put in the work to establish a respectful partnership with my horse, he won't stay trained. **"Untraining" a horse happens MUCH quicker than training a horse. If you are hesitant about something, ask for guidance immediately**. I understand **no refunds will be issued if a horse loses the ability to perform the trained skills** once it leaves the training program. In addition, the soundness and well-being of the Horse is a priority. If I do not use well-fitted, proper tack, my horse can become dangerous due to pain, and ensuring safe/cautious trailering techniques and routine trailer maintenance is integral to ensuring my horse will continue to willingly load into the trailer.

_____ **Any horse with bucking/rearing/kicking/abuse/past trauma will be required to be looked at by a chiropractor (\$50) or show paperwork that they have been looked over by a vet for soundness**. Depending on the horse's history and behavior, it also may be recommended to treat or scope for ulcers prior to sending the horse for training (treatment can be around \$300). I understand that I am responsible for any fees, and if I refuse treatment A Plus Horsemanship LLC has the right to terminate the training contract immediately and any payments will be forfeited.