

PEET EQUESTRIAN

TRAINING AGREEMENT AND LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Howard Peet and Erica Peet of P.O. Box 991, Mira Loma, CA 91752 Bailee d/b/a Peet Equestrian (hereinafter, "Stable"), as a condition for them allowing me/us, and persons identified below, to enter the Stable's premises located at 10398 58th Street, Mira Loma CA 91752 (hereinafter, the "Stable property"), be near horses or ponies, boarding of horse(s), training of horse(s), showing of horse(s), receive riding instruction, and/or ride horses or ponies (regardless of who owns them) on, near or off the Stable property.
Please make all payments to PEET EQUESTRIAN.

Name of Contracting Party: _____

Name of Other Contracting Party (Spouse or Other Parent): _____

Address of Contracting Parties: _____

Phone: (Home) _____ (Business) _____ (Cell/Other) _____

E-Mail Address (Primary): _____ Other E-Mail (Spouse/Other): _____

Person(s) to Contact in Case of Emergency: _____ Phone: _____

Owner agrees to keep Stable immediately apprised of any changes in the above information.

I also make this agreement on behalf of the following, which is/are my child/ren or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____

Child's Date of Birth: _____

Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves, "I", "me", or "my" throughout this agreement.] This agreement is and shall in the future be binding each time when Stable permits me (directly or indirectly) to enter the Stable property, be near horses or ponies, receive riding instruction or guidance, and/or ride horses or ponies on, near, or off of the Stable property.

Information about Horse(s) to be boarded/ trained

Please provide complete information below and promptly apprise Stable of any updates:

Name of Horse(s): _____

Age/Breed/Color _____

Vices/Habits: _____

Other Information: _____

Insurer & Policy #: _____

Insurer Emergency # _____

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Training & Boarding Fees

Peet Equestrian offers three different training payment options;

1. \$950.00, for training horse five days a week.
2. \$850.00, for training horse four days a week.
3. \$750.00, for training horse three days a week.

As consideration for training, boarding and care of horse(s) at Stable, Owner agrees to pay Stable fees per month/per horse which includes training, use of stall, stall bedding and cleaning (once daily), and hay – at least 2 flakes (fed twice a day). Should the horse require grain, the owner will be billed for the extra feed and these fees will be due on the first (1st) day of the following month. Should the horse require any supplements/vitamins/medications etc added to the grain, it is the responsibility of Owner to purchase required supplements/vitamins/medications, deliver them to Stable and provide Stable with specific instructions as to feeding of supplements/vitamins/medications provided by Owner. Owner also agrees to hold harmless and release Howard Peet, Erica Peet, Peet Equestrian and their respective employees, agents insurers, representatives, heirs, assigns and others acting on their behalf from liability for any and all medical conditions, injuries, damages, or losses that Owner's horse(s) or animal arising out of feeding supplements/ vitamins/ medications provided by the Owner and fed to Owner's horse(s) by the Stable.

The above training and board fees do not include veterinary, farrier or other services. The costs and charges for these services must be paid exclusively by Owner, and Owner agrees to pay for them.

Lessons are \$30.00 per person if your horse is in training, Private lessons are \$60.00 per person/per hour at Peet Equestrian facility, and private lessons off site in excess of 60 miles are \$80.00 per person/per hour and \$0.55 per mile per mile (round trip) in excess of 60 miles.

Training is as the agreed upon plan for the horse(s) are as follows:

Name of Horse: _____

Training Plan: _____ days per week at the agreed price of _____ per month.

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Fees are due and payable to Peet Equestrian on the first (1st) day of each month that the Owner's horse is at Stable. Stable will allow a three (3) day grace period for payment of fees and other charges. Owner agrees to pay a \$25.00 late fee if fees are not received by the 4th of the month. An additional \$15.00 per week administrative charge will apply if any payment is not made when due. An interest rate of 18% per annum shall apply to all unpaid charges as well as a \$25.00 per check fee for checks returned for non-sufficient funds. No refunds will be permitted by Stable. All fees are subject to change by Stable upon thirty (30) days written notice to Owner. ***Owner understands and agrees that horses boarded under this Agreement will not be released from stable until all fees and charges are paid in full.*** Initial here _____.

First Payment.

Stable acknowledges the receipt of \$ _____, which has been paid by Owner to Stable upon the signing of the Agreement. This payment will be applied toward the first month's fees and expenses due to Stable under this Agreement.

Health Care

Owner represents that the horse(s) described on page one (1), is, to the best of Owner's knowledge, free from transmittable illnesses or diseases and is/are wormed and current on immunizations for tetanus, EEE, Potomac Fever, strangles, Flu and rhino. Owner must provide Stable with (1) a Health Certificate issued by a licensed veterinarian within the past ninety (90) days. At Stable's request, Owner must also provide Stable with a copy of Horse's breed registration papers.

Owner agrees to have an open account with a local licensed veterinarian. If veterinarian of Owner's choosing is not available in an emergency, Owner agrees to use Stable's veterinarian, Don Scott Vrono D.V.M, (909) 592-0911. Owner shall be solely responsible for payment of fees.

Please use Don Scott Vrono D.V.M. Please check box and initial here _____. Otherwise, complete the information below.

Owner's Vet – Name & Contact Info: _____

Owner agrees to worming and vaccination program set by Stable. Owner will be responsible to pay all costs relating to this care.

Horse(s) must be current on dental care and Stable may require proof from Owner. Owner agrees to have the horse(s) under the care of a local equine dentist. Owner may use Stable's dentist or dentist of Owner's choosing. Should the owner choose to use an alternate dentist, making and attending all appointments will be the responsibility of the Owner. Owner will be responsible to pay all costs relating to this care. Please use Stable's equine dentist Please check box and initial here _____. Otherwise, complete the information below.

Owner's Dentist – Name & Contact Info: _____

Farrier

Stable has a farrier available that makes regular visits to Stable. Stable will contact Owner two weeks before the farrier is to arrive with the amount due. It is the Owner's responsibility to have a check at the barn for payment due to the farrier. If the farrier stays in a motel with a helper, the motel cost will be split between the clients and divided by the amount of horses per client. Horses will be trimmed (and if required) shod every five to eight weeks. Should the owner choose to use an alternate farrier, making and attending all appointments will be the responsibility of the Owner. Owner will be responsible to pay all costs relating to this care. Please use Stable farrier Please check box and initial here _____. Otherwise, complete the information below.

Owner's farrier – Name & Contact Info: _____

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Emergency Care

Howard Peet, Erica Peet of Peet Equestrian do not live on the premises of Stable property, and are not able to observe the horses kept there 24 hours per day. In the event that Stable determines that Owner's horse has become injured or ill, Owner shall be notified as soon as possible at telephone numbers specified in the Agreement. However, if owner is unable to be reached or does not immediately inform Stable regarding measures to be taken, or if Owner's horse's health requires emergency action, the right to contact a veterinarian/farrier or to furnish other advisable attention is within Stable's discretion, and Stable shall, under these circumstances, act as Owner's agent to procure medical attention, but not for payment of fees. Owner shall be solely responsible for payment of fees. Owner authorizes amount of \$_____ Initial_____ to be spent, if Stable is unable to contact Owner. Stable is not to exceed this amount without Owner's permission.

General Care

Owner understands the veterinarians, equine dentist and farrier operate as wholly independent businesses and are not employees, partners, or in joint venture with Howard Peet, Erica Peet and Peet Equestrian. Owner also understands Stable recommends these professionals as a courtesy and I am free to choose my own veterinarian, dentist and farrier. Owner also agrees to hold harmless and release Howard Peet, Erica Peet, Peet Equestrian and their respective employees, agents insurers, representatives, heirs, assistants and others acting on their behalf from liability for any and all medical conditions, injuries, damages, or losses to Owner's horse(s) arising out of any services provided to the Owner's horse(s) by any veterinarian, equine dentist or farrier while horse(s) is/are under care of Stable.

Risks

Owner understands that anyone riding or even near a horse or pony can suffer bodily and other injuries. Among other things, horses and ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse or pony are to jump forward or sideways, or run away from danger by trotting or galloping. Horses and ponies are also known to kick, buck, rear up, spin around suddenly, strike, or bite. Owner understands that horses and ponies can do any of these things without warning. Owner also understand that all horses and ponies, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous.

Further, Owner understands that riding or being near a horse or pony can expose them to numerous hazards, which could include: for example: the propensity of a horse or pony to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse or pony's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the Stable property; and/or collisions with other horses/ponies or objects. **Owner understands these risks and danger inherent in horse/pony/equine activities and agrees to assume them. Owner also understands that these are just some of the risks, and agrees to assume others. Owner is not relying on Stable to list all possible risks.**

Liability

Release of Liability. In consideration of Stable undertaking the training, boarding, and keeping of the Owner's horse(s) under the terms of this agreement, Owner agrees to hold harmless and release Howard Peet and Erica Peet, Peet Equestrian and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf from liability for any and all bodily injuries or damages that Owner may sustain when on or near Stable's premises, whether riding or near horses, caused in whole or in part by the ordinary negligence of Stable, its agents, employees, and/or assistants. By the term "damages," Owner means medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, Owner releases and discharges Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Owner's injury or damage that may be sustained, or property damage (except if the injury or damage is caused by Stable's gross negligence or wanton and willful misconduct).

Owner also agrees to hold harmless and release Howard Peet, Erica Peet, Peet Equestrian and their respective employees, agents insurers, representatives, heirs, assistants and others acting on their behalf from liability for any and all injuries, damages, or losses that occur to Owner's horse(s) arising out of the boarding/training/showing/lessons by the Stable that may occur from any cause whatsoever including loss by fire, theft, running away, accidents, illness, death, or injury during the term of this agreement, while the horse(s) is/are in the Stable's

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care, custody or control (except if caused by Stable's gross negligence or wanton and willful misconduct).

Warning

It is also mutually understood and agreed that Stable will not be liable for any loss of , damage to, or theft of Owner's equipment, vehicle(s), trailer(s) or personal belongings kept on the premises of Stable (except if the injury or damage is caused by Stable's gross negligence or wanton and willful misconduct).

Execution of Stable's Release of Liability by Owner and Owner's Visitors/Guests. Owner, as well as all persons entering the Stable property of Stable, is required to sign the Stable's Agreement and Release of Liability, and parents of legally-appointed guardians are required to sign on behalf of minor children under the age of 18. Stable is relying on Owner to enforce this requirement and fully expects Owner to make sure that his/her visitors and guests also sign the Stable's Agreement and Release of Liability.

Also I/we represent that:

- **I/we am/are at or over 18 years of age**
- **I/we am/are of sound mind, and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;**
- **I/we have read this entire agreement and liability release and fully understand it; and**
- **the information I have provided in the agreement and liability release is true and accurate.**

ASTM/SEI Headgear and Footwear

Owner agrees to be fully responsible for their own safety. Stable requires that those under the age of 18 wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding and even when near horses or ponies. Also, owner should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear for use when riding, driving, or when near horses or ponies. It is also understood whenever owner is around horses or ponies, that owner should wear proper riding footwear (preferably hard soled boots).

Independent Trainers/Riding Instructors

Owner is aware that independent riding instructors may occasionally do business on the Stable property, but owner understands they operate as wholly independent businesses and are not employees, partners, or in joint venture with Howard Peet, Erica Peet and Peet Equestrian.

Indemnification

Owner shall be solely responsible for all acts and behavior of Owner's horse(s) and Owner's visitors/guests at all times during the term of this Agreement. In no case shall Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf be liable for the acts and behavior of Owner's horse(s), visitors, and/or guests [other than in the exercise of gross negligence or wanton and willful misconduct on Stable's part] . Owner also hereby agrees to indemnify and hold harmless Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, agents, insurers, representatives, heirs, assistants, and others acting on their behalf against all damages that Owner or Owner' guest or representatives may cause that are sustained or suffered by any third person(s) [not parties to this Agreement, including, but not limited to, Owner's relatives, guests, etc.] by reason of the training/boarding/showing/lessons while under the Stable's care, custody or control, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include attorney's fees.

Rules

Stable, may from time to time, establish reasonable rules regarding the use and occupancy of Stable property, and Owner agrees to abide by and adhere to Stable's rules. Also, if Owner discovers any defects in or around Stable property, Owner shall notify Stable immediately.

I have read the above warning and understand the risks inherent with horse related activities, Initial : _____

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Damage by Horse

Owner agrees to reimburse Stable for any excessive damage to Stable property by Owner or Owner's horse(s) such as excessive wood chewing, breaking fencing or stall, etc.

Insurance

Stable strongly suggests that Owner purchase their own insurance applicable to Owner's personal property kept at Stable property and applicable to any damages or injuries that owner's horse(s) may, intentionally or unintentionally, inflict upon others while on or near Stable's premises

Lien for Charges

Stable has the right of lien for any delinquent monies due for board, training, lessons, and additional agreed upon services and shall have the right, without process of law, to retain said horse(s) until the indebtedness is satisfactorily paid in full, or to sell said horse(s) as compensation to Peet Equestrian.

Owner hereby grants Stable a possessory lien against the Owner's horse(s) for the value of any unpaid training/boarding/showing/lesson or other charges due to Stable under this Agreement. Owner agrees that in the event that the specified training/boarding/showing/lesson fees and charges are not fully paid within sixty (60) days after the same have become due and payable, in accordance with this agreement, Stable shall be permitted to exercise lien rights, and, in connection with these rights, to sell Owner's horse(s) at private or public sale.

Owner shall reimburse Stable for the costs of such sale, including consignment fees, listing fees, hauling, stabling, attorney's fees, and other charges. Stable shall give Owner at least fourteen (14) days prior notice of any such intention to sell the horse(s) by: (1) mailing a letter to Owner's last-known address [by regular, first-class mail] containing such intentions to Owner; and (2) making reasonable attempts to reach owner by telephone. In the event that the sale of Owner's horse(s) does not secure a sufficient price to pay the costs of training/boarding/showing/lesson fees and other charges due to Stable, plus hauling and mileage, and other reasonable expenses and costs of the sale, Owner shall pay Stable the difference.

Miscellaneous Provisions

1. This Agreement shall be binding on, and insure to the benefit of, the Stable and Owner, and their respective heirs, employees, assistants, agents or other representatives
2. Owner represents that all information provided in this Agreement is true and accurate.
3. Owner has read and understands everything contained in this contract, including the policies and fees stated on these seven (7) pages.
4. Owner also understands that any horse related activity is potentially dangerous.
5. Owner understands that a horse could hurt them for no reason at all. If owner is 18 years of age or older, it is their choice to wear or NOT to wear any safety equipment. Owner understands that while in training, owner or owner's horse can be injured in a minor way or injured to the point of a disability or nonuse, including death.
6. Utah law shall govern this Agreement. However, if any provision of this Agreement shall be invalid or unenforceable, the remaining portions in this Agreement shall remain valid.
7. This Agreement contains the entire agreement between Owner and Stable with respect to its subject matter and incorporates and integrates all previous promises or understanding between Owner and Stable with respect to the subject matter.

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8. Should Owner breach this Agreement, Owner agrees to pay Stable's reasonable attorney's fees and court/arbitration costs related to such breach. Owner agrees that Stable shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association; Owner consents to such forum if selected by Stable and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties that are handled through the court system shall be brought and litigated in a Court located of proper jurisdiction located nearest to Stable.

Entire Agreement

The seven (7) pages herein constitute the entire Agreement between the parties. Modifications to this Agreement are only binding if in writing and signed by *both* Stable and Owner. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by *both* parties. This Agreement is not assignable by Owner.

Paragraph Headings

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Receipt of Horse(s)

Stable acknowledges the receipt of horse(s) from Owner on (date) _____ for training and boarding under this Agreement. Owner has inspected Stable's premises and is satisfied that Stable presents a safe and suitable environment for Owner and his/her guests and horses(s).

**THE UNDERSIGNED HAVE READ AND UNDERTAND THIS BOARDING, TRAINING
CONTRACT AND LIABILITY RELEASE (ALL SEVEN PAGES)
AND AGREE TO BE FULLY BOUND BY ITS TERMS**

OWNER:

OTHER OWNER'S SIGNATURE (If two
Owners or Owner's parent/legal guardian):

By: _____

By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

HOWARD PEET OR ERICA PEET d/b/a PEET EQUESTRIAN ("Stable")

By: _____

Print Name: _____

Date of Signature: _____

IMPORTANT: AT STABLE'S REQUEST, OWNER MUST ATTACH (1) A COPY OF A NEGATIVE COGGINS TEST ISSUED BY A LICENSED VETERINARIAN WITHIN THE PAST 90 DAYS; (2) PROOF OF THE HORSES INOCULATIONS; AND (3) COPY OF HORSE'S BREED REGISTRATION PAPERS.