

Equine Release of Liability and Training Contract

This RELEASE of LIABILITY and TRAINING CONTRACT is made and entered into on this _____ day of _____, 20_____, by and between Martha Zacharias and Rockin Z Ranch,LLC hereinafter designated MANAGER and _____ hereinafter designated RIDER/HORSE OWNER, and if Rider/Horse Owner is a minor, Rider's/Horse Owner's parent or guardian, _____.

In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Rider/Horse Owner, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider/Horse Owner to carry full and complete insurance coverage on his horse, personal property and himself if so desired by the Rider/Horse Owner.
2. Rider/Horse Owner agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S/HORSE OWNER'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider/Horse Owner agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents, and trainer completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's/Horse Owner use of, presence upon, or horse training on the Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Manager.
4. Rider/Horse Owner agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider/Horse Owner agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's/Horse Owner's use of or presence upon the Manager's property and facilities.
6. Rider/Horse Owner agrees to abide by all of Manager's rules and regulations.
7. If Rider/Horse Owner is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Wisconsin, (Wis. Stat. § 895.525) and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider/Horse Owner and Rider's/Horse Owner's parent or guardian, if Rider/Horse Owner is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

The Rider/Horse Owner agrees to a booking fee of \$100.00 for the below said horse: A minimum payment of \$200 must be made on the day the horse arrives.
The remaining payment of \$300 and any additional expenses that may apply must be paid in full by the time of pick up.

NOTE: Any payments made on the day of pick up must be paid with cash.
If training fees and expenses are not pay in full within two weeks after the training's end date, the horse will then become property of Rockin Z Ranch LLC.

Horse's Name: _____ Breed/Color _____

Registration number (if applicable) _____

The dates of training will be _____ through _____, 20____. This is a nonrefundable deposit. A final payment of \$300.00 must be paid in full prior to the horse leaving the premises. This is a four-week program with three or four lessons (optional if the Rider/Horse Owner wishes to use) for the Rider/Horse Owner. There will not be a discount applied if the Rider/Horse Owner does not use the lessons as they must be use during the training time. The Rider/Horse Owner has the option to bring a different horse or change their date (as long as it is approved with the Manager) in the calendar year.

The horse must have a current coggins. If the horse is from out of state, it is required to have a current coggins and an interstate health certificate.

If the Rider/Horse Owner is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

The horse must have current vaccinations (4-way) and on a regular de-worming schedule. The Rider/Horse Owner must bring a copy of these, along with a current coggins, for the Manager to keep.

Board fee is included. If you have a special diet for your horse or want special feed, you may bring this for your horse. Please discuss this with the Manager.

If the above said horse were to become injured or sick, the Manager has permission to contact a veterinarian for medical services for the above said horse. These expenses are the responsibility of the Rider/Horse Owner. The Manager will not be held responsible for any medical service fees required or incurred for the above said horse.

Manager's Signature _____

Rider's/Horse Owner's Signature _____

Rider's/Horse Owner's Address/Phone Number:

_____ Phone: _____

_____ Cell: _____

Rider's/Horse Owner's Parent or Guardian (If Rider is a minor.) _____

Rider/Horse Owner's Veterinary Contact Information:

Name: _____

Address: _____

Phone: _____ Cell Phone: _____

Contact Information for Rockin Z Ranch LLC.

Trainers: Zeke Zacharias or Sid Zacharias

Manager: Martha Zacharias

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