



**Trinity Eventing, Inc.
Training Agreement**

Witness this agreement this _____ day of _____, 20____, by and between Jennifer Wooten and Trinity Eventing, Inc. Hereinafter referred to as "Trainer" and _____, hereinafter referred to as "Owner," and if Owner is a minor, Owner's Parent or guardian.

OWNER INFORMATION

Name _____
Address _____

Daytime Phone _____
Evening Phone _____
Mobile Phone _____
E-mail _____

Please list name, address, and phone numbers of Veterinarian, Farrier, and other important health providers for the horse:

Veterinarian

Farrier

Other

TRAINER INFORMATION

Jennifer Wooten, Trinity Eventing, Inc.
24780 S Beaver Creek Rd., Beaver Creek, OR 97042
Mobile Phone 805 588 7600
trinitythreeday@gmail.com

HORSE INFORMATION

Barn Name of Horse _____
Registered Name of Horse _____
Age _____ Color _____ Sex _____
Breed _____ Association / Number _____
Current Insurer Carrier _____
Policy # _____
Insurer Emergency Phone # _____

Disclose Horse's vices, unique habits, limitations, previous injuries, health concerns, etc. Can attach additional sheets to this Agreement as necessary.

Trainer agrees to accept Owner's horse as described above for training, and it is the plan and intention of the Owner to place this horse into training for the below purpose. It is understood and agreed that the events or purpose for which the horse as above-described is accepted for training are as follows:

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- 1) FEES, TERM, AND LOCATION. Owner shall pay the Trainer for professional services, as described below, fees in accordance with provided current rate set by Trainer. Rates may be posted in the trainer's barn or delivered as a hard or digital copy to the Owner. All fees for training and other incidental services are due monthly, prior to training. Changes in monthly rates or other charges are subject to alteration upon thirty (30) days notice to Owner. All expenses incurred for veterinarians, farriers, and other out-of-pocket costs shall be paid directly to the service provider by the Owner within thirty (30) days. The trainer has no liability to pay any expenses for the horse. Services will be provided at the facility where the horse is currently boarded, and / or trips or shows at facilities of the Trainer's choosing.
 - 2) PAYMENT OF INVOICES. Invoices are payable upon receipt. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately. In the event payment is overdue by fifteen (15) days, Trainer shall be entitled to a lien against the horse and / or equipment 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 of Oregon.
 - 3) VETERINARIAN, FARRIER, AND RELATED SERVICES. Owner assumes responsibility for arranging veterinarian and farrier services as necessary. Owner will use a veterinarian and farrier of their choice to provide ordinary and necessary care. However, if the Owner is unavailable, Trainer will engage their choice. All veterinarian, farrier, and other expenses shall be paid by Owner, as further described herein. Owner agrees to provide Trainer with all health records with regard to the horse(s) as needed or requested. Owner agrees to have the horse(s) dewormed and vaccinated regularly, and an annual fecal test conducted. In the event Owner does not accomplish these tasks and proof presented to the Trainer within thirty (30) days from the date of said services, Trainer is authorized to arrange such treatment but not obligated to do so. Such expense for these services are the obligation of the Owner, and upon presentation by the Trainer of the bill for services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner. Trainer reserves the right to refuse any horse for training if same does not appear to the Trainer to be in good health, or is deemed dangerous or otherwise undesirable.
 - 4) TRAINING OF HORSE. The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. 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. Trainer shall furnish all labor, provide suitable facilities, equipment, and care for horse in an adequate manner with feeding and other routine care being directed by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.
 - 5) PHOTO, VIDEO, AND AUDIO CONSENT. Owner consents to permission to use their's and their horse's name, likeness, image, voice, and / or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like. Owner

agrees that Jennifer Wooten and Trinity Eventing, Inc. has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Owner acknowledges that they will not receive any compensation, etc. for the use of such images, pictures, etc., and hereby releases Jennifer Wooten and Trinity Eventing, Inc. and / or agents and assigns from and all claims which arise out of or are in any way connected with such use.

- 6) SHOWING OF HORSE. Unless specifically advised by the Owner not to exhibit said horse, Trainer shall, at Trainer's discretion, have the horse shown at the horse shows of their choice. Trainer shall provide any necessary transportation to and from said shows at a rate comparable to industry standards, plus daily care and training fees per show. In the event professional horse transportation services are utilized, Owner agrees to pay all said applicable charges. Owner shall pay for any and all entry fees, facility fees, stall and bedding fees, and other related charges incurred while horse is being shown or transported, including any and all lay-over charges in transit. Owner shall receive all trophies and ribbons. Owner shall receive 50% of any money earnings.
- 7) LOSS OF HORSE. It is hereby agreed that in the event of the death of the horse, sale of the horse, or if the horse becomes unfit to train, the Trainer has the option of accepting another horse, in accordance with this condition set forth herein, within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.
- 8) FEED, FACILITIES, AND SERVICES. Trainer agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animals in training. Owner acknowledges Owner has inspected the facilities and finds same in safe and acceptable order.
- 9) RISK OF LOSS AND STANDARD OF CARE. During the time that the horse(s) is / are in custody of the Trainer, Trainer shall not be liable for any sickness, disease, astray, theft, death, or injury which may be suffered by the horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the training and / or handling of said horse(s). This includes but is not limited to any personal injury or disability of the horse Owner, Owner's guest, or other party may receive under the Trainer's supervision. The Owner fully understands that the Trainer does not carry any insurance on horses not owned by the Trainer for training, boarding or for any other purposes, whether public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with boarding, training, or for any other reason for which the horse(s) in the possession of the Trainer are to be borne by the Owner. The standard of care applicable to the Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall the Trainer be held liable to Owner for equine death or injury. Owner agrees to obtain equine insurance for any animals, at Owner's expense, or forego any claim for any amount. 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 obtain or disclose insurance information shall be at Owner's risk.
- 10) INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned 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, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction 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. Owner expressly releases the Trainer for any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of the state of Oregon) by Trainer or its representatives, agents, or employees. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) contracted with Trainer. Trainer reserves the right to notify owner within seven (7) days of the horse's arrival if said horse, in the Trainer's opinion, is dangerous, untrainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Owner shall remove said horse within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Upon payment of all fees, this contract shall be deemed terminated.

- 11) 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). 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 illnesses, unless Trainer is expressly instructed below by Owner that the horse(s) is / are not surgical candidates. Owner agrees to notify Trainer of any and all changes of address, 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 in regards to the health, well-being, and / or medical treatment of the horse(s). Extent of emergency care desired and authorized monetary limit:

- 12) LIMITATIONS 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 one (1) year of the date of such claim or loss occurs.
- 13) OWNERSHIP - COGGINS TEST. Owner warrants that they own the horse(s) and will provide proof satisfactory to Trainer of a negative Coggins Test and other ownership documents as appropriate to the State upon request.
- 14) CHANGES OR TERMINATION OF THIS AGREEMENT. It is agreed by the parties that this agreement may be changed or terminated by the Trainer upon thirty (30) days' notice, regardless of the training period. All notices must be issued in writing unless otherwise agreed upon by the parties. Notification by email, text message, or other written electronic means shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Trainer.
- 15) RULES AND REGULATIONS. The Owner agrees to abide by all the rules and regulations of the Trainer and facility where the horse(s) is / are boarded. In the event someone other than the owner shall care for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).
- 16) RIGHT OF LIEN. The Owner is given notice that the Trainer has a right of lien as set forth in the laws of the State of Oregon, for the amount due for the training of such horse(s), and also for and other services rendered, 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, the Trainer will not be obligated to retain and / or maintain the horse(s) in question in the event amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event the Trainer exercises their lien rights as above described for non-payment, this agreement shall constitute a Bill of Sale and authorization to process transfer applications for 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 foreclosures 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 attorneys' fees, costs, and other related expenses.

17) PROPERTY IN STORAGE ON TRAINER'S PREMISES. Owner may store certain tack and equipment on the premises of the Trainer at no additional charge to Owner. However, the Trainer shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at the facility as same is stored at the Owner's risk. Trainer shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows, schooling session, or clinics.

18) 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 the State of Oregon, county of Clackamas, and shall be enforced and interpreted in accordance with the laws of said State.

19) ENFORCEABILITY OF CONTRACT AND SEVERABILITY. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

I am of legal age and competent to contract in my own name. I am the legal owner of the horse to be contracted in this agreement. I have read this contract before signing and fully understand the contents, meaning, and impact of this agreement and release. I am freely and voluntarily entering into this agreement.

Signature of Owner:

_____ Date: _____

Printed Name:

Signature of Trainer:

_____ Date: _____

Printed Name:
