



### Horse Trial Period Agreement

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

Horse Description: D.O.B.: \_\_\_\_\_ Breed: \_\_\_\_\_

Color and markings: \_\_\_\_\_

Height: \_\_\_\_\_ Discipline: \_\_\_\_\_

Owner: \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Estimated value of this Horse:

If your Horse is of value greater than \$5,000, do you have 2 appraisals?

\_\_\_\_ Yes                      \_\_\_\_ No

1. TRIAL PERIOD. This Horse Trial Period Agreement is between \_\_\_\_\_ (Owner) and Halleck Creek Ranch (HCR) entered on this date \_\_\_\_\_ and ending on \_\_\_\_\_, the Trial Period. The purpose of this trial period is to evaluate and train \_\_\_\_\_ for the Halleck Creek Ranch equestrian program. During the time of the Trial Period the Horse will be fed, cared for, trained and evaluated by the HCR program staff. This agreement can be extended at the end of the stated Trial Period upon agreement in writing from both parties. If HCR, in its sole discretion, determines that \_\_\_\_\_ is unsuitable for the program at any time during the Trial Period, the Owner shall be responsible for retrieving \_\_\_\_\_ and removing the Horse from HCR property at Owner's expense within 15 days of the date of notification from HCR's staff.

2. VETERINARY AND FARRIER CARE. At the time of signing the Horse Trial Period Agreement, Owner shall specify the nature of any requested or anticipated ordinary veterinary care and farrier service over the next 60 days. Should ordinary veterinary care or farrier service (including shoes) be required during the Trial Period as per the Owner's request/agreement, it shall be at the Owner's expense. In the event the Horse requires the emergent services of a veterinarian, including emergency surgery, HCR will contact the Owner at telephone number \_\_\_\_\_, alternate telephone number \_\_\_\_\_

\_\_\_\_\_, and/or email \_\_\_\_\_  
or contact the Owner's designated veterinarian, at telephone number \_\_\_\_\_  
\_\_\_\_\_ to discuss the situation and obtain Owner's consent for  
service. If HCR cannot reach the Owner or the designated veterinarian, or if either does not  
respond within a reasonable time under the circumstances, Owner hereby authorizes HCR to  
retain the services of an available licensed veterinarian to care for the Horse. HCR agrees to  
pay up to \$500.00 for such emergency services during the Trial Period.

Owner shall inform HCR in writing if Owner maintains medical or mortality insurance on the  
Horse, and if Owner accepts financial responsibility for emergent veterinarian services above  
\$500.00 during this Trial Period for the Horse. If Owner does not accept financial  
responsibility above \$500.00 for emergency care of the Horse during the Trial Period, HCR  
retains sole discretion to make all such emergent veterinary care decisions regarding the  
Horse, up to and including euthanasia.

\_\_\_\_\_ I DO (*Owner initial*)  
\_\_\_\_\_ I DO NOT (*Owner initial*)  
maintain medical or mortality insurance on \_\_\_\_\_.

\_\_\_\_\_ (*Owner initial*) I DO accept financial responsibility for emergent veterinarian  
services above \$500.00 during this Trial Period for \_\_\_\_\_.

\_\_\_\_\_ (*Owner initial*) I DO NOT accept financial responsibility above \$500.00 for  
emergency care of the Horse during the Trial Period, and therefore I understand that HCR  
will retain sole discretion to make all such emergent veterinary care decisions regarding the  
Horse. I understand that it may not be practical or financially feasible for HCR to incur  
significant exploratory testing and/or off-site evaluations at its cost, and thus that euthanasia  
would be a possible outcome.

**OWNER (ON BEHALF OF HIMSELF/HERSELF AND HIS OR HER AGENTS,  
ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS, INVITEES, AND  
CHILDREN, IF ANY) HEREBY ACKNOWLEDGES:**

3. **INHERENT RISKS.** Horses are prone to accidents, injuries, illness, lameness and  
other conditions and events in the ordinary course of activities of the sort HCR conducts.  
Horses are known to cause injuries and damages to people, other animals, and property.  
Owner assumes the risk of such events occurring and Owner hereby releases and holds  
Halleck Creek Ranch and its volunteers, agents, employees, officers, directors, or  
representatives harmless, from any liability that may accrue as a result of fire, theft, running  
away, state of health, injury to person, horse or property, or from any other cause arising out  
or connected to Halleck Creek Ranch's care, use, custody or control, of the Owner's Horse  
during the Trial Period, except to the extent caused by the gross negligence or willful  
misconduct of HCR.

4. **WAIVER AND RELEASE.** Owner fully releases and forever discharges, and holds harmless Halleck Creek Ranch and its volunteers, agents, employees, officers, directors or representatives from any and all expenses, actions, claims, demands, causes of action, suits, obligations, damages, losses, judgments or liabilities of any nature or kind whatsoever, whether known or unknown, and whether based upon tort, contract, statute or other civil penalties, or any other form of damages, attorneys' fees, costs, losses or expenses of any kind or nature, arising out of or associated with any major or chronic injury/illness or death of the Horse during the Trial Period, unless HCR is found to be grossly negligent or engaged in willful misconduct in causing such major or chronic illness/injury or death. In no event shall HCR's liability under this Section 4 or the subsequent provision in Section 5 below, in the aggregate, exceed the amount of \_\_\_\_\_, or the market value of the Horse at the time of the initiation of the Trial Period, whichever is less.

5. **UNKNOWN CLAIMS WAIVED.** Owner acknowledges that he/she understands the following statutory language of California Civil Code Section 1542:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”**

Having been so apprised, Owner specifically waives any right Owner may have under California Civil Code Section 1542 as to unknown or unsuspected claims.

6. **INDEMNITY.** Owner agrees to protect, defend, and indemnify HCR and its volunteers, agents, employees, officers, directors, or representatives from any and all claims of third parties associated with any major or chronic injury/illness, or death of the Horse during the Trial Period, including any litigation, expenses, attorney's fees, loss, liability, damages, or costs that may occur as a result of such claims, except to the extent caused by the gross negligence or willful misconduct of HCR.

7. **COMPLETE AGREEMENT.** This Agreement constitutes the entire Agreement among the parties and supersedes any prior agreement or understanding among them. The obligations and provisions of Sections 3-9 shall survive termination of this Horse Trial Period Agreement.

8. **GOVERNING LAW.** This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of California. If any portion of this Agreement is held to be unenforceable by any court, each of the remaining terms thereof shall nevertheless remain in full force and effect.

9. CONSENT TO ARBITRATION. Should any dispute arise relating to the subject matter of this Agreement, the parties agree to submit the dispute to binding arbitration in Marin County, California, pursuant to the rules of the American Arbitration Association.

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

HCR Executive Director signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_