



HALLECK CREEK RANCH

Life Without Barriers

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: _____