

# RUFF RANCH Training Contract

## It is hereby agreed to as follows:

**Definitions** – The term “OWNER” shall herein refer to the owner, part owner, or lessee of the animal(s) which are contracted to be trained under this agreement. The terms “HORSE(S)” and “ANIMAL(S)” shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The terms “TRAIN” and “TRAINING” shall herein refer to the developing, conditioning and education of horses. The term “HORSEBACK RIDING” shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term “RIDER” shall herein refer to the OWNER and the parents or legal guardians thereof if a minor.

**Agreements Purpose and Consideration** – At the commencement of this agreement, the OWNER intends for the TRAINER to undertake the training of the animal(s) listed below and to provide other incidental services according to terms and conditions set forth herein. OWNER agrees to pay the TRAINER a NON-REFUNDABLE booking fee of \$50. OWNER agrees to pay to the TRAINER the sum of \$ \_\_\_\_\_ per month for each animal. Monthly charges for training and other incidental services are due each month prior to training.

## Disclosure of Information About Horses to be Trained

Horses Name \_\_\_\_\_

Mare       Gelding       Stallion      Birth Date \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_

Current Insurer \_\_\_\_\_ Policy # \_\_\_\_\_

Insurer Emergency Phone # \_\_\_\_\_

**Fee Schedule for Training Services** – TRAINER shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of his/her agreement. TRAINER’S fee schedule may change at any time. Should such a change be required TRAINER shall give no less than 30 days written notice prior to implementation.

**Horse Health Warranty** – Each horse shall enter the TRAINER’S premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area. The following up-to-date documents must be presented to TRAINER by OWNER prior to the entry of horse onto TRAINER’S premises.

- |  |  |
|--|--|
| <input type="checkbox"/> Veterinarian Health Certificate | <input type="checkbox"/> Worming and Immunization Record         |
| <input type="checkbox"/> Negative Coggins Test           | <input type="checkbox"/> Strangles Vaccine when recommended here |
| <input type="checkbox"/> West Nile Virus Vaccine         |  |

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**Trainer's Right to Refuse Services** – TRAINER reserves the right to refuse the continuation of training services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness, dangerous propensities, habits and/or vices, and/or non-trainable condition which TRAINER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with TRAINER on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and, also in such event TRAINER shall give OWNER 5 (five) days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay training and other fees as due shall also entitle TRAINER to immediately terminate this agreement and to keep the animals in the TRAINER'S possession until all fees and charges are paid in full.

**Routine Horse Care Requirement** – Horses in training must participate in TRAINER'S worming, immunization and teeth floating programs, the cost of which shall be borne by OWNER.

**In Event of Horse Illness or Injury** – Should the horses become sick or injured, TRAINER shall attempt to contact the OWNER immediately. If OWNER does not immediately inform TRAINER regarding measures to be taken, or if the state of the animal's health requires immediate action in the TRAINER'S opinion, TRAINER is authorized to request the services of a veterinarian of his/her choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.

**Inherent Risks Warning and Nature of the Horse** – WARNING: UNDER WASHINGTON LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

**Direct Loss To Personal Property Warning** – OWNER is hereby warned that while on TRAINER'S premises direct loss or damage, theft or injury to OWNER'S horses, tack, equipment, and trailer is not covered by TRAINER'S insurance. The actual OWNER, having the financial interest in such items, must carry his own personal property insurance under a homeowner's tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

**Owner Acceptance of Responsibility** – During the time that the horse(s) are being trained the horses shall be in the custody of the TRAINER. OWNER has inspected the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horses. TRAINER will exercise reasonable care for the protection of the horses and shall train horses. TRAINER will exercise reasonable care for the protection of the horses and shall train the animal(s) to the best of his/her ability. It is understood that each animal is unique and the TRAINER cannot guarantee the results or degree to which the horses will be trained. OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and the TRAINER is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness and/or loss of life caused by or to the animals while in the control of the OWNER, OWNER'S family members, invitees or other handlers or agents appointed by them and also for any acts of the horses caused by vices or dangerous behavior not disclosed to the TRAINER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees and agents caused by or in relation to the OWNER'S horses. OWNER agrees to at all times maintain adequate accident/medical insurance to cover OWNER and family members.

Personal Liability Insurer \_\_\_\_\_ Policy # \_\_\_\_\_

Accident Medical Insurer \_\_\_\_\_ Policy # \_\_\_\_\_

**Release of Liability** – In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER'S owners,

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agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER'S behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to TRAINER'S and/or TRAINER'S ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and TRAINER'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER.

**Agreement Scope and Territory** – This agreement shall be legally binding upon the TRAINER and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into the state and county of domicile of the TRAINER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in the venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with Washington State Law then that single part is null and void.

**Lien Against Boarded Animal** – The OWNER hereby grants a possessory lien against the animals in training to the TRAINER for the value of any unpaid services rendered by the TRAINER under this agreement. Should such charges go unpaid, the TRAINER shall be entitled to exercise the right to enforce said lien according to the laws of the state of Washington.

**Owner's Right of Termination** – Upon 7 (seven) days written notice to the TRAINER, after minimum training period of 30 (thirty) days, the OWNER may terminate this agreement for any reason. The TRAINER shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.

**Additional Agreements** – Additional agreements should be listed here, and be individually initialed by each party. If none, check here

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

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## SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

TRAINER'S Name \_\_\_\_\_

\_\_\_\_\_  
Signature of TRAINER

\_\_\_\_\_  
Date

OWNER'S Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

E-Mail \_\_\_\_\_

E-Mail (2) \_\_\_\_\_

Phone Number \_\_\_\_\_

Cell Number \_\_\_\_\_

Veterinarian \_\_\_\_\_

\_\_\_\_\_  
Signature of OWNER

\_\_\_\_\_  
Date

# RUFF RANCH Release of Liability

Must be signed by anyone participating in equestrian related activities at the property.

**This document affects your rights in the event of an injury. Please read carefully.**

Effect of Equine Activity Statute, RCW 4.24.530 and RCW 4.24.540. Ruff Ranch Stables is an equine facility as defined in these statutes. All activities on these grounds are subject to the limitations contained within the Equine Activities Statutes, RCW 4.24.530 et seq. Copies of these statutes are posted on the premises and a copy is reproduced on page 2 of this form. Please review these statutes prior to entering into any activities on these premises.

By my presence on these grounds I indicate that I have accepted the limits of liability resulting from the inherent risks of equine activities. I have read the Equine Activities Statutes RCW 4.24.530 and RCW 4.24.540 and I am aware that it places responsibility for any personal injury upon myself and that Ruff Ranch Stables, and all employees, agents, representatives and volunteers bear no responsibility for liability in the event I should suffer injury to my person or property.

I understand the limitations of liability contained within the Equine Liability Statutes. I further understand that if I wish to engage in equine activity sponsored by or in which I will be using facilities and/or premises furnished by Ruff Ranch Stables the employees, agents, representatives and volunteers working on or about said premises including the provision of items of personal property, and I understand the inherent risks of equine activities and as a condition of participation in such equine activities do hereby waive all claim(s) which may hereafter arise.

I further waive the right to bring any suit for damages, however incurred, and hereby release and agree to hold harmless Ruff Ranch Stables, all owners, operators, employees, agents, representatives, volunteers, predecessors and successors in interest, and any other persons or entities, known or unknown, associated with Ruff Ranch Stables from any and all actions, suites, claims for relief, demands, damages and any other obligations, known or unknown, suspected or unsuspected, in law or in equity, direct or indirect, whether now known or arising in the future, for injury or death arising out of or connected in any way with the use of Ruff Ranch Stables facilities including but not limited to riding, training, roping, grooming, penning or riding as a passenger upon an equine or other animal on the premises, or as a participant or spectator in any activity.

It is my intent to provide Ruff Ranch Stables and it's owners, operators, employees, representatives, volunteers, predecessors and successors in interest with the fullest possible release permitted under the laws of the State of Washington. It is further my intent that if any part of this release is deemed to be invalid, the remainder shall continue in full force and effect. I acknowledge that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual. I have read and understand this release and sign the same of my own free will.

Parent or legal guardian, or authorized agent, must sign after reading this entire document.

Name \_\_\_\_\_

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Date

# RUFF RANCH Release of Liability

4.24.530 Limitations on liability for equine activities – Definitions. Unless the context clearly indicates otherwise, the definitions in this section apply to RCW 4.24.500, 4.24.510, and section 3, chapter 292, Laws of 1989.

1. “Equine” means a horse, pony, mule, donkey, or hinny.
2. “Equine activity” means: (a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (b) equine training and/or teaching activities; (c) boarding equines; (d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (e) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.
3. “Equine activity sponsor” means an individual, group or club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, an equine activity including but not limited to: Pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs, and, operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.
4. “Participant” means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.
5. “Engages in an equine activity” means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.
6. “Equine professional” means a person engaged for compensation (a) in instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine, or, (b) in renting equipment or tack to a participant. [1989 c 292 d 1.]

Application – 1989 c 292 dd 1 and 2: “Section 1 and 2 of this act apply only to causes of action filed on or after July 23, 1989.” [1989 c 292 d 3.]

4.24.540 Limitations on liability for equine activities – Exceptions.

1. Except as provided in subsection (s) of this section, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and except as provided in subsection (2) of this section, no participant nor participant’s representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.
2. (a) RCW 4.24.530 and 4.24.540 do not apply to the horse racing industry as regulated in chapter 67.16 RCW. (b) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional: (i) If the equine activity sponsor or the equine professional: (A) Provided the equipment or tack and the equipment or tack caused the injury; (B) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and determine the ability of the participant to safely manage the particular equine; (ii) If the equine activity sponsor or the equine professional owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted; (iii) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury; (iv) If the equine activity sponsor or the equine professional intentionally injures the participant; (v) Under liability provisions as set forth in the products liability laws; or (vi) Under liability provisions in chapter 16.04, \*16.13, or \*16.16 RCW. [1989 c 292 d 2.]

\*Reviser’s note: Chapters 16.13 and 16.16 RCW were each recodified and/or repealed in their entirety by 1989 c 286. For disposition of chapters 16.13 and 16.16 RCW, see Table of Disposition of Former RCW Sections, Volume 0.

Application – 1989 c 292 dd 1 and 2: See note following RCW 4.24.530.

# RUFF RANCH Rules

**Thank you for helping us keep Ruff Ranch Stables a safe and happy place.**

1. All visitors must sign a "Release of Liability" form before engaging in any activity on the property. Minors must have a parent's signature.
2. Be kind to the neighbors and others, there is a speed limit .... creep, crawl, or idle down the driveway. Be sure to inform any guests, friends and, or family members of this policy. Anyone speeding in or out of the property will be asked to not return.
3. The gate is to be kept closed at all times. Please close the gate immediately after you drive through. Also, inform anyone visiting about this rule.
4. Children must never be left unsupervised. Do not allow children to run through barns; climb fences or stall fronts; throw rocks or other objects, or jump and play around others horses or you will be asked to leave.
5. Safety helmets are required for anyone under 18 years of age or they will not be allowed to ride.
6. Horses are allowed to run alone in the arenas, as long as you are on the property. However, horse activities/work have priority!
7. Please be thoughtful to others: Clean up after yourself, and your horse. Be sure to keep the aisles clean of tack and other objects.
8. When grooming, horses must be tied in cross-ties, stalls or wash bays; never to stall fronts.
9. If not being used, please turn off lights behind you.
10. In case of an emergency, please take time to familiarize yourself with the location of the fire extinguishers and first aid kits.
11. Absolutely no smoking on the property!
12. No pets allowed on the property. If they are with you, they must remain in your vehicle.
13. Absolutely no equestrian jumping!

Name \_\_\_\_\_

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Date