

## **30 Day Training**

### **Includes:**

- Regular updates
- Pasture Board
- Approximately 20 hrs of training

### **Training Topics:**

- Round pen work
- Leading politely
- Head down/Calm down cue
- De-spook/Sacking out
- Bathing
- Trailer loading
- Standing tied
- Standing for saddling
- Step to mounting block

- Stand for mounting
- Whoa!
- Walk, Trot, Lope
- Softening
- Neck Reining
- Hip Control
- Shoulder Control
- Mounted Obstacle Work

No guarantee is given that we will complete all of the steps listed here. It is simply a suggestion of what may be covered, depending on your horse's learning curve.

During the training period, we will improve your horse's ability to respond to pressure, thereby improving his/her ground manners, respect for handlers/riders, gait transitions, stopping on cue, backing up, and responding to leg pressure. Improvement in each of these areas will contribute to the overall goal of attaining a respectful, responsive, and stable horse that is not only fun to ride, but also enjoys being ridden.

Owner takes all responsibility to maintain the current level of training of the horse by continuing to ride and work with the horse. It is the trainer's opinion that the horse may not retain the same ability without regular practice and riding after the training period is over.

Total for services outlined above: \$1,000.00

I (the client) hereby agree to pay the \$1,000 due in the following manner – \$300 deposit returned immediately with this completed paperwork, \$350 upon the delivery of my horse into the custody of Crystal Creek Ranch, and the remaining \$350 balance after two weeks of training.

X	Date:	
Client Signature		



# **Master Contract**

	f, 20, by and between Crystal Creek Ranch, hereinafter
	, hereinafter referred to as "Owner," and if Owner is a minor,
	accept Owner's horse, Reg. #
	the Owner to place this horse into training. It is understood and agreed
·	as above-described is accepted for training are as follows:
Training at Crystal Creek Ranch.	
trained under this agreement. The terms "HORSE( specific animal or animals to which this agreement developing, conditioning and education of horses.	to the owner, part owner, or lessee of the animals which are contracted to be )" and "ANIMAL(S)" shall herein refer to all equine species, and also to the refers. The terms "TRAIN" and "TRAINING" shall herein refer to the The term "HORSEBACK RIDING" shall herein refer to riding or otherwise bunted. The term "RIDER" shall herein refer to the OWNER and the parents or
=	vide OWNER with a fee schedule for services in advance of the signing of this nent. TRAINER'S fee schedule may change at any time. Should such a change swritten notice prior to implementation.
	ovide adequate feed and facilities for normal and reasonable care required to n training. Owner acknowledges Owner has inspected the facilities and finds
expenses shall be due and payable immediately ar are paid in full. In the event payment is overdue by	ceipt. Upon completion of this agreement, the remainder of any and all d the animal will not be released from Trainer's possession until all expenses fifteen (15) days, Trainer shall be entitled to a lien against the horse and/or all amount due. Enforcement of said lien shall be at the discretion of Trainer.
the amount due for the board and keep of such he process of law, to retain said horse(s) and other process of law, to retain said horse(s) and other process of law, to retain and/or maintain the unregistered value of the horse(s). In the event Transgreement shall constitute a Bill of Sale and authorapplicable to said horse(s) upon affidavit by Trainef foreclosure as well as Trainer's compliance with the complex comple	rainer has a right of lien as set forth in the laws of the State of Wisconsin, for rse(s), and also for storage and services, and shall have the right, without operty until the amount of said indebtedness is discharged. However, Trainer horse(s) in question in the event amount of the bill exceeds the anticipated iner exercises Trainer's lien rights as above described for non-payment, this ization to process transfer applications from any breed registration as may be 's representatives setting forth the material facts of the default and eclosure procedures as required by law. In the event collection of this account all attorneys' fees, costs, and other related expenses for which a minimum
<del>-</del>	e TRAINER'S premises free from transmissible diseases, and must be effectively a. The following up-to-date documents must be presented to TRAINER by premises.
Veterinarian Health Certificate Negative Coggins Test West Nile Virus Vaccine	Worming and Immunization Record Strangles Vaccination

**Veterinarian, Shoeing, and Related Services** - Trainer assumes responsibility for arranging veterinarian and farrier services as necessary. Trainer will use a veterinarian and farrier of his choice to provide ordinary and necessary care unless Owner has requested Owner's veterinarian and farrier be used. In this case, Owner will be responsible to schedule and pay for services directly with their veterinarian and farrier. However, if the specified veterinarian and farrier are unavailable, Trainer will engage his choice. All veterinarian, farrier, and medicine 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). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Trainer within (30) days from the date of such services or veterinary treatment, Trainer is authorized to arrange for such treatment, but not obligated to do so; such expense for same shall be the obligation of Owner, and upon presentation by Trainer of the bill for such services rendered, including service charges, such bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

In Event Of Horse Illness Or Injury - 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). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or 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 instructed herein by Owner or on Owner's Information Sheets, 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 with regard to the health, well-being, and/or medical treatment of the horse(s).

Training of Horse - The Trainer shall train horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horse(s) and shall educate and train the horses and OWNERS to the best of his/her ability. 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 and care for horse in an adequate manner with feed being determined by the Trainer. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof.

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\_7 (seven)\_ 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.

Risk of Loss and Standard of Care - During the time that the horse(s) is/are in custody of Trainer, Trainer shall not be liable for any sickness, disease, estray, 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 boarding of said horse(s), except in the event of negligence on the part of the Trainer, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Trainer's premises. The Owner fully understands that Trainer does not carry any insurance on any horses tack, equipment, or trailers not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft, or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Trainer are to be borne by the Owner. The standard of care applicable to Trainer is that of ordinary care of a prudent horse owner and not as a compensated bailee. In no event shall Trainer be held liable to Owner for equine death or injury. Owner agrees to hold Trainer harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone, and to defend Trainer from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Trainer. 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 disclose insurance information shall be at the Owner's risk.

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 equines 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 participants ability.

Owner acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Owner assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Owner further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the owner. Owner assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Trainer.

Owner expressly releases Crystal Creek Ranch from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Crystal Creek Ranch or its representatives, agents, or employees.

#### WARNING

Under Wisconsin Law, A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware.

**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 such claim or loss occurs.

**Rules and Regulations** - The Owner agrees to abide by all the rules and regulations of the Trainer. In the event someone other than the owner shall call for the horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

**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 in the state of Wisconsin, County of Iowa and will be interpreted and enforced under the laws of Wisconsin. Any disputes by the OWNER shall be litigated in and venue shall be in Iowa County.

**Termination** - Either party may terminate this Agreement given thirty (30) days notice to the other. In the event of a default, the wronged party has the right to recover reasonable attorneys' fees and court costs resulting from this failure of either party to meet a material term of this Agreement.

**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 in the State of Wisconsin, and shall be enforced and interpreted in accordance with the laws of said State.

**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.

### 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. SIGNATURE OF OWNER: \_\_\_\_\_ DATE: DATE: SIGNATURE OF TRAINER:\_\_\_\_\_ **OWNER INFORMATION:** Address: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_\_ E-mail: Cell Phone: Please list name, address, and phone numbers of Veterinarian, Farrier, and other important people you would like me to contact for non-emergency visits. Veterinarian: Farrier: Tack and equipment inventory that is stored on the premises of Trainer: TRAINER INFORMATION:

Name: Crystal Creek Ranch

Address: 5743 County Road PP Kim's Phone: 608-577-0161

Avoca, WI 53506 Danielle's Phone: 608-513-6783

E-mail: <u>kim@ccrhorsetraining.com</u>

## **HORSE INFORMATION SHEET**

Barn Name of Horse		Age			
Registered Name	Association	Association/Number:			
Breed	Color:	Sex:			
Current Insurer	Policy #				
Insurer Emergency Phone #					
Disclose Horse's Vices, Unique Habits	s, Etc. Current level of training:				
Extent of emergency care desired:					
Primary Vet:					
Phone:	Emergency Phone				



Client's goals for training period:
-
Trainer's recommendation for training period:
Barring any serious unforeseen challenges an individual horse may have, the trainer guarantees that the following will be accomplished during training period

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At the completion of the training, the client will observe the progress of the horse as demonstrated by the trainer. If satisfied that the guarantees on this contract have been fulfilled, the client will then sign a document stating that the training has been completed. If client is not satisfied that the trainer has accomplished what he/she guaranteed, trainer and client will agree on the best method for completion of training.

By nature a horse will always perform to the level of the rider. The client understands this, and the trainer has recommended that the client pursue further instruction from the trainer in order to keep up the horse's training.

Client's Signature:	Date:			
Trainer's Signature:	Date:			

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## Photography/Videography Release

I hereby grant to Crystal Creek Ranch, its legal representatives, assigns, and all persons acting under his/her permission or authority, and heirs, the absolute and irrevocable right and unrestricted permission in respect of photographic portraits, videos or pictures that he/she had taken of me and/or my property, or in which I may be included with others, to copyright the same, in his/her own name or otherwise; to use re-use, publish, and re-publish the same, in whole or in part, individually or in any and all media now or hereafter known, and for any purpose whatsoever, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration; and to use my name in connection therewith if he/she so chooses.

I hereby release and discharge the photographer from any and all claims and demands arising out of or in connection with the use of the photographs, videos, or any other likeness, including without limitation any and all claims for libel or invasion of privacy.

This authorization and release shall also inure to the benefit of the heirs, successors in interest, legal representatives, licensees, and assigns of the photographer, as well as the person(s) for whom he/she took the photographs.

I am of full age and competent to sign this release. I have the right to contract in my own name. I have read the above release and fully understand the contents thereof. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Date		
Client Signature		

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