



Toll Free
1-866-385-2972

Equine Hauling Liability Release

This Equine Hauling Liability Release (the "Agreement") is being entered into as of _____, 20____,
by _____ (name),
of _____ (street address),
_____ (city), _____ (state), _____ (zip) ("Hauler"),
and _____ (name),
of _____ (street address),
_____ (city), _____ (state), _____ (zip) ("Owner").

1. Purpose of Agreement. Owner would like Hauler to transport the horse identified in Section 2 on behalf of Owner. In consideration for Hauler transporting Horse, Owner agrees to release Hauler and certain other parties from all claims as set forth in this Agreement.

2. Horse. The Agreement shall apply to _____ (name),
_____ (registration number), a _____ (color) _____ (breed)
mare stallion gelding (check one) foaled in _____ (year) ("Horse").

3. Hold Harmless and Indemnification Agreement.

3.1. Owner's Agreement. Owner understands that transporting horses is inherently dangerous and expressly assumes the risks associated with having Hauler haul Horse. In particular, during loading or unloading, Horse may fall, rear up, bolt or otherwise become injured or die. During hauling, Horse may fall down, rear up or otherwise become injured or die. Hauler's trailer, hitch or hauling vehicle equipment may malfunction or fail, causing injury or death to Horse. Other horses in or near Hauler's trailer may cause injury or death to Horse. Hauler may be involved in a motor vehicle accident while hauling Horse, and Horse may become injured or die as a result. Owner expressly assumes all risks of having Hauler haul Horse, including the risk that Hauler, Hauler's family members, employees, contractors, agents, shareholders, partners, officers or directors (collectively, the "Hauler Parties") may be negligent. **Accordingly, Owner agrees upon behalf of him- or herself, his or her heirs, guardians and legal representatives (collectively, the "Owner Parties"), not to sue the Hauler Parties or otherwise make a claim against the Hauler Parties in connection with any injury or death associated with Hauler hauling Horse.**

3.2. Protective Equipment. Hauler highly recommends that Owner use the following protective equipment on Horse for loading, hauling and unloading: head bumper and leg wraps or shipping boots. Such equipment can help protect Horse against lacerations, bruises and other injuries. If Owner chooses not to use such protective equipment, Owner assumes all increased risk of injury or death to Horse resulting from Owner's choice.

3.3. Waiver of Unknown Claims. Owner understands that Owner's state laws or regulations may contain provisions designed to prevent Owner from waiving claims that are unknown to Owner at the time Owner agrees to a waiver of claims. Owner agrees to waive all rights that the Owner Parties might otherwise have under such laws or regulations.

3.4. Owner's Indemnification Agreement. Owner agrees to defend, indemnify and hold the Hauler Parties harmless against all claims, demands, and causes of action, including costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Owner Parties or brought by others against the Hauler Parties in connection with Horse, or any action or inaction taken by the Owner Parties. Such indemnification shall be limited to claims arising from those events, actions or inactions taking place in connection with Hauler hauling Horse.

4. Damage to Hauler's Equipment. If Horse or any of the Owner Parties damages Hauler's trailer or other equipment, Owner will promptly pay to repair or replace the damaged equipment.

5. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.

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6. Governing Law and Venue. This agreement shall be governed by the laws of _____ (state).
The parties hereby agree that any legal action under the Agreement must be brought in
_____ County, _____ (state).

7. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this Section 7, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Owner: _____
Signature: _____
Name: _____
Date: _____

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