

## Horse Trainer Liability Release

This Horse Trainer Liability Release is being entered into as of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Trainer”)  
Name Address City State Zip

on behalf of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Owner”).  
Name Address City State Zip

1. **Purpose of Agreement.** Trainer is an equine professional in the business of training horses. Trainer and Owner each want to enter into an arrangement whereby Trainer will ride and/or handle Owner’s horse(s) in exchange for compensation. In consideration of this business relationship, Trainer agrees to release Owner and certain other parties from all claims as set forth in this Agreement.
  
2. **Horse Behavior.** As an equine professional, Trainer will be relying upon Trainer’s own knowledge of Owner’s horse(s) to determine whether such horse(s) presents any safety issues. Trainer hereby acknowledges that Owner has made Trainer aware that Owner’s horse(s) has exhibited the following potentially dangerous behaviors in the past and may do so again. Check as applicable:
  - Aggressive behavior at feeding time     Aggressive behavior in the stall
  - Barn or herd sourness     Biting     Bolting     Bucking
  - “Cinchiness” (sensitivity to being cinched up or having the girth tightened)
  - Head shyness     Falling or flipping over backwards     Kicking     Lying down with a rider on its back
  - Pulling back when tied     Rearing     Refusal to jump     Spooking     Spinning     Striking
 Other (please specify): \_\_\_\_\_  
 \_\_\_\_\_
  
3. **Trainer’s Representations and Warranties.** Trainer makes each of the following representations and warranties on behalf of Trainer and Trainer’s heirs, successors and assigns (collectively, the “Trainer Parties”):
  - (a) Trainer has the requisite authority to enter into this Agreement upon behalf of the Trainer Parties.
  - (b) Trainer does not have any physical or mental conditions that may prevent Trainer from safely training, riding and handling horses.
  - (c) Trainer is an equine professional with sufficient experience and expertise to safely train, ride and handle Owner’s horse(s).
  - (d) Trainer is at least 18 years of age.
  - (e) Trainer has examined the premises where Trainer plans to train, handle and ride Owner’s horse(s) (the “Premises”) and has determined that the Premises are safe for such activities.
  
4. **Hold Harmless and Indemnification Agreement.**
  - 4.1. **Safe Riding Attire.** As an equine professional, Trainer is aware that safe riding attire includes heeled boots, long pants, a long-sleeved shirt, gloves and an ASTM/SEI approved safety helmet. **If Trainer does not wear these items, Trainer assumes the increased risk of injury and death associated with failing to wear such protective attire.**
  
  - 4.2. **Risk of Death or Injury to Trainer.** Trainer understands that horse training is an inherently dangerous activity and expressly assumes the risks associated with visiting the Premises and handling, training, caring for and riding horses, including Owner’s horse(s), on the Premises. Trainer understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Trainer or others. In particular, Trainer understands that Owner’s horse(s) has the behavioral issues (if any) listed in Section 2, and Trainer, on behalf of the Trainer Parties, expressly assumes all risk of injury and death resulting from such behavioral issues. The Premises may contain defects. For example, footing on the Premises, including arena footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. On behalf of the Trainer Parties, Trainer expressly assumes all risks of visiting the Premises and engaging in horse training and related activities on the Premises, including the risk that the owner(s) of the



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Premises, Owner, Owner's family members, directors, owners, shareholders, officers, employees, contractors or agents (collectively, the "Owner Parties") may be negligent. **Accordingly, Trainer agrees on behalf of the Trainer Parties, not to sue the Owner Parties or otherwise make a claim against the Owner Parties in connection with any injury or death occurring in connection with Owner's horse(s) or on the Premises.**

- 4.3. Trail Riding Risks.** As an equine professional, Trainer understands that riding horses outside of designated riding areas such as arenas and round pens ("Trail Riding") is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Trainer to fall off or otherwise become injured or die. Owner's horse(s) may also stumble or trip over natural or manmade obstacles, injuring horses and/or Trainer. Natural or manmade obstacles may give way suddenly or not give way at all, causing injury to Trainer. **Trainer understands that the Owner Parties do not inspect or maintain any trails or paths, on or off of the Premises, and the Owner Parties make no warranty whatsoever regarding the safety of paths and trails. Upon behalf of the Trainer Parties, Trainer understands and expressly assumes all risks associated with Trail Riding, including the risk that the Owner Parties may be negligent.**
- 4.4. Waiver of Unknown Claims.** Upon behalf of the Trainer Parties, Trainer expressly waives any rights that the Trainer Parties might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.
- 4.5. Trainer's Indemnification Agreement.** Trainer agrees to defend, indemnify and hold the Owner 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 Trainer Parties or brought by others against the Owner Parties in connection with any action or inaction taken by the Trainer Parties with respect to Owner's horse(s).
- 4.6. Limitation of Owner Parties' Liability.** Under no circumstances shall the Owner Parties, or any of them, be liable to Trainer, or any of the Trainer Parties, for any special or consequential damages pursuant to this Agreement.
- 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.
- 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, "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.

### Trainer

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

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



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