



Silver Lining Training Stables LLC

Hunters · Jumpers · Equitation · Sales

AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY

This AGREEMENT FOR SERVICES AND RELEASE OF LIABILITY, hereinafter designated this Agreement, is made and entered into on this ____ day of _____, 20__ by and between Silver Lining Training Stables LLC, and its owners, shareholders, officers, employees, agents and other representatives, hereinafter designated Trainer, with respect to the property located at 6700 Casitas Pass Road, Carpinteria, CA 93013, hereinafter designated Stable, and _____, and if Client is a minor, Client's parent or guardian _____, together hereinafter designated Client. In return for the use today, and on all future days, of property, facilities and services of the Trainer, the Client, his heirs, successors and assigns, trustees, agents, and legal and other representatives, hereby expressly agree to the following:

1. SERVICES TO BE PROVIDED - BOARDING.

- A. Boarding Fees. In consideration of the amount designated immediately below, per horse per month paid by Client in advance on the First day of each month, Trainer agrees to board the herein described horse(s) on a month to month basis commencing _____, 20___. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

As of January 1, 2024: Main barn - \$1600 Red barn - \$1450 Four Stall barn - \$1450

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$50.00. A billing fee of 5% of the total amount due will be added to any balances not paid after 30 days of the billing date, and will continue to be added to the total owed for every 30 days the balance remains unpaid.

B. Description of Horse(s).

Name: _____

Age: _____

Color: _____

Registration/Tattoo: _____

Sex: _____

Breed: _____

USEF Number (if applicable): _____

Insurance Carrier, Policy and phone number (if applicable): _____

- C. Feed and Facilities. Trainer agrees to provide grass/alfalfa hay, high quality grain (Purina or similar), shavings, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s).
- D. Vaccinations. Upon arrival of the horse to STABLE a current health certificate and proof of current core vaccinations are required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is required for all horses arriving from out of state.
- E. Risk of Loss. During the time that the horse(s) is/are in the custody of Trainer, Trainer shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while at Stable. Client fully understands and hereby acknowledges that Trainer does not carry any insurance on any horse(s) not owned by Trainer, including, but not limited to, insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of Trainer, are to be borne by Client.
- F. Special Instructions.

2. SERVICES TO BE PROVIDED - FULL TRAINING.

- A. Training Fees. Client agrees to pay to the Trainer the sum according to the Trainer’s then current rate sheet per month for each horse. Monthly charges are due on the 5th day of each month. Training activities will be stopped if payment has not been made in full by the 10th day of the month, unless prior arrangements have been made with the Trainer.

As of January 1, 2024: Full Training - \$1000 Rehab Training - \$800 Half-Lease Training - \$800

Late Fees: Training fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$50.00. A billing fee of 5% of the total amount due will be added to any balances not paid after 30 days of the billing date, and will continue to be added to the total owed for every 30 days the balance remains unpaid.

- B. Training. Client intends for the Trainer to undertake the training of the horse(s), to include horse training and schooling, and to provide other incidental services as detailed on the Trainer’s rate sheet.

- C. Veterinary Care/Farrier Services. Trainer agrees to provide handling of the horse(s) for the veterinarian, chiropractor and farrier.
- D. Inclement Weather/Cancellations. Client acknowledges that Trainer provides individually tailored services to ensure the safety and well-being of Client and Client's horse(s), including during rainy weather when horses are hand walked and groomed every day, including on Trainer's usual days off. Trainer has a work protocol that is followed for the horses after it rains to prevent injuries and to protect client riders and staff from accidents and injuries. Client understands that hand walking and/or grooming is considered a day of service for the horse, equivalent to a training ride/horsemanship or riding lesson. In the event that rain or other natural conditions create safety concerns for Client or Client's horse(s) to participate in horse training or schooling activities, Trainer will provide care, grooming or other services as she determines is appropriate in her sole discretion no makeup lessons or other services will be provided. If Client is unavailable for a horsemanship or riding lesson (due to vacations, travel, etc.), Trainer will determine in her sole discretion appropriate activities for horse(s) and no other supplemental services or makeup lessons will be provided.
- E. Emergency Care. Trainer agrees to attempt to contact Client, at the following emergency telephone number (_____), should Trainer feel that medical treatment is needed for said horse(s); provided however, that in the event the Trainer is unable to so contact Client within a reasonable time, which time shall be judged and determined solely by Trainer, Trainer is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by Trainer, as Trainer determines is required for the health and well-being of said horse(s). The cost of such care secured shall be due and payable by Client within fifteen days from the date Client receives notice thereof, provided however, that Trainer is authorized to arrange direct billing by said care provider to the Client.
- F. Trainer's Right to Refuse Services. Trainer reserves the right to refuse the continuation of training services of any horse(s) for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which Trainer is not equipped to handle; owner's 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 the event of the discontinuation of the business of training horses. In such an event Trainer shall give Client 15 days written notice to remove horse(s) from premises. After all fees have been paid in full this agreement is concluded. Failure to pay training fees or other fees as due shall also entitle Trainer to immediately terminate this agreement, and to keep the animal in Trainer's possession until all fees are paid in full.

3. SERVICES TO BE PROVIDED - GENERAL.

- A. Sales/Leases/Purchase Commission. If Client requests that Trainer advertise and promote the horse(s) for lease, sale, or trial, the Client agrees to pay Trainer a commission when each horse is sold, leased or sent on a paid trial according to Trainer's then current rate sheet. If Client requests Trainer's assistance in leasing or purchasing a horse, Client agrees to pay Trainer a commission when the horse is leased or purchased according to Trainer's then current rate sheet. Client agrees the commission is due to Trainer regardless of any other commissions received in connection with the applicable sale/lease/purchase.

As of January 1, 2024: 12% commission based on lease/sale/purchase/paid-trial price
10% commission for in-barn leases from each leasing party

- B. Grooming. Client shall be responsible for the regular grooming of Client's horse(s). If Client requires assistance in order to ensure the proper care of the horse(s), Trainer may charge Client for Trainer-provided grooming according to the then-current rate sheet each month.

As of January 1, 2024: Full grooming - \$250

- C. Horse Shows/Body Clipping/Hauling. Services related to horse shows, body clipping, hauling and other incidental services will be charged according to Trainer's then-current rate sheet and the services provided will be based on discussion with Client.
- D. Professional Standards. The Trainer shall perform all services in accordance with generally accepted professional standards. Trainer cannot and does not guarantee the effect of the lessons to Client or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each rider and each horse. During the time that the horse(s) is/are being trained, the horse(s) shall be in the custody of the Trainer. Trainer will exercise reasonable care for the protection of the horse(s) and shall train the animal to the best of his/her ability. It is understood that each animal is unique and that the Trainer cannot guarantee the results or degree to which the horse(s) will be trained. Client further understands that the training of a horse involves the placing of above normal stress on the horse(s) both physically and mentally and that 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 horse(s) by death. Client further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the Client, Client's family members, invitee of other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to Trainer by Client.
- E. Rate Sheet Subject to Change. Trainer's Fee Schedule (see attached Rate Sheet) MAY CHANGE AT ANYTIME. Should such a change be required, Trainer shall give Client no less than 30 days written notice prior to implementation.

4. STABLE RULES. Client hereby acknowledges receipt and understanding of the current Stable Rules, which are incorporated by reference in full, as if fully set forth herein. Client agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules.

Client acknowledges the Stable Rules include but are not limited to:

- Speed limit of 5 mph
- No dogs without permission from the property owner or barn manager
- Anyone under the age of 18 must have a parent/guardian with them, unless it has been discussed with Trainer
- There are barn hours of 9AM to 5PM Tuesday through Saturday, 9AM to 2PM on Sunday, barn closed Monday
- No jumping when not riding in a lesson
- No riding unless Trainer or member of Trainer's staff is present

Trainer may revise these Rules from time to time and Client agrees any revision shall have the same force and effect as current Stable Rules. Failure, as determined in Trainer's sole discretion, of Client or Client's guests and invitees to abide by Stable Rules may result in Trainer declaring Client in default hereunder and result in termination of this Agreement.

5. ACKNOWLEDGMENT OF RISK. Client understands and acknowledges that horses are dangerous and their behavior and actions are not predictable. Horses may, without warning or apparent cause, (among other things) buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person, push or shove a person, and saddles or bridles may loosen or break – all of which may cause the rider to be seriously injured or killed. Client acknowledges that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance. Client acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Client assumes all risks in connection therewith, and expressly waives any claims for any loss or injury arising there from. Client acknowledges that the behavior of any animal is contingent to some extent upon the ability of the rider. Client voluntarily assumes all risks, direct and indirect, and dangers of injury or death inherent in being near a horse or in the use of any horse(s), or of any equipment or gear provided by Trainer.

Client is hereby warned by this Trainer that all horse handlers should wear properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and may prevent death from happening as a result of a fall or other occurrence.

6. RELEASE, DISCHARGE AND PROMISE NOT TO SUE. Client hereby fully and forever releases and promises not to sue the Trainer, doing business under her/his own name or a company name, or any other name and/or any Trainer's clients, officers, employees, or agents for any loss, liability, damage, or cost whatsoever arising out of the provision of professional services by Trainer or Trainer's agents, officers, or employees, including without limitation, the provision of lessons to Client or Client's children and the training, riding or use of Client's horse, or by others' horse(s) being trained or boarded by Trainer, including loss, damage, injury or death arising out of the negligence of Trainer or any of Trainer's agents or employees. Client further waives the provisions of section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Client understands and acknowledges the significance and consequence of such specific waiver of Section 1542 and hereby assumes full responsibility for any injuries, damages or losses that may occur arising in any way from this release and Agreement.

7. INDEMNIFICATION. Client, for himself or herself, his or her children, agents, heirs, personal representatives, successors and assignees, indemnifies and holds harmless Trainer and Trainer's respective affiliates, employees, agents, shareholders, members, officers, directors, independent contractors, successors and assignees, and each of them (hereinafter "Indemnitees"), of and from any and all losses, including, without limitation, all claims, demands, cause of action, damages, costs, expenses, losses, and liabilities, in law or in equity, of every kind and nature, including but not limited to property damage, personal injury or wrongful death, suffered by any person who is present at the facility at the

invitation of or as an agent for Client or a member of Client's family. Upon the request of the respective Indemnitee or Indemnitees, Client shall at Client's sole cost, expense, and risk, defend any and all suits, actions, arbitrations and other proceedings brought or instituted by third persons against any one or combination of Indemnitees with respect to any matters subject to Client's agreement to indemnify and hold harmless rendered against any one or combination of Indemnitees in all such suits, actions, arbitrations and other proceedings.

The indemnification and hold harmless contained in this Agreement shall include the active defense of any such claim made including all legal expenses and costs incurred in connection therewith by a party hereto or any representative of a party hereto relating to matters indemnified against hereby.

In the event of any claim for which indemnity is provided hereunder, the Client agrees to promptly notify the Indemnitees regarding the factual and legal basis of said claim and agrees to pay, in advance, any reasonable and customary attorneys' fees, expenses, and/or costs in defense of or in connection with such claim.

The obligation of the Client hereunder shall be construed as broadly as possible and shall include the obligation to indemnify from and against any claim for breach of duty, constructive or actual fraud or any other intentional tort.

Any judgment or award entered against a party and any settlement entered into by that party after notice to the other party and shall be conclusive against the other party, and the other party specifically waives any protection otherwise provided under California Civil Code §2778 including subsection 7 thereof which provides:

"A stipulation that a judgment against the person indemnified shall be conclusive upon the person indemnifying, is inapplicable if he had a good defense upon the merits, which by want of ordinary care he failed to establish in the action"

8. **HOLD HARMLESS.** Client agrees to indemnify, and save and hold Trainer and Trainer's agents, officers, representatives and employees harmless from and against any loss, liability, damage or cost arising from damage or injury caused by Client's horse(s), Client, or Client's children, to anyone. Trainer reserves the right to terminate this contract if, in Trainer's opinion, the horse(s) is dangerous, not trainable, unhealthy, handicapped, or otherwise unfit for training. Upon such notification, Client shall remove said horse(s) within seven (7) days, and all expenses incurred for the horse's stay shall be paid prior to departure. Trainer also reserves the right to demand such payment in cash, money order or cashier's check. Client further acknowledges that Trainer is leasing facility space from EDUARD VAN WINGERDON, hereinafter referred to as 'Owner', and as an independent contractor, Trainer has no affiliation with Owner whatsoever.

9. **RELEASE OF LIABILITY.** By signing this Agreement, I voluntarily and knowingly release, discharge, waive and relinquish any and all actions, claims and causes of action that I may have or which may arise in the future against Trainer's respective employees, agents, shareholders, members, officers, directors, affiliates, successors and assignees, for claims, demands, causes of action, damages, costs, expenses, losses, and liabilities, in law or in equity, of every kind and nature, including, but limited to, property damage, personal injury or wrongful death, arising out of or resulting from professional services, or otherwise, or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. I enter into this release for myself, my heirs, executors, administrators and assigns and hereby release, waive, discharge and relinquish any action or causes of

action, aforesaid, which may hereafter arise for myself and for my estate. I agree that under no circumstances will I nor my heirs, children, executors, administrators, successors and assigns prosecute or present any claim including, without limitation, any claim for personal injury, property damage, or wrongful death against Trainer or any of Trainer's employees, agents, shareholders, officers, directors, independent contractors, successors and assignees, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE TRAINER FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

10. LIMITATION ON DAMAGES/ACTION. Notwithstanding anything to the contrary in this Agreement, in the event an arbitration or a court should find the Trainer liable to Client for any reason arising out of or related to professional services performed hereunder, or otherwise, including but not limited to, injury or death to Client, such liability shall be limited to and shall not exceed Five Thousand Dollars (\$5,000.00), under any circumstances regardless of any claim or potential or actual award or verdict. Any action or claim brought by Client against Trainer arising out of or related to this Agreement of services provided, whether based on tort or contract, must be brought within one (1) year of the date such claim or loss occurs, whether or not discovered by Client.

11. INSURANCE COVERAGE. Client is responsible for full and complete insurance coverage on his or her horse(s), personal property and himself/herself. Client warrants that he/she presently carries in full force and effect, and throughout the period of this Agreement and shall continue to carry and maintain in full force and effect, liability insurance protecting Client and Trainer from any and all claim(s) arising out of or relating to this Agreement.

12. PROPERTY IN STORAGE ON STABLES PREMISES. Trainer shall not be responsible for the theft, loss, damage or disappearance or any tack or equipment or other property stored at Stables, as same is stored at the Client's risk. Trainer shall not be liable for the theft, loss damage, or disappearance of any tack or equipment taken to horse shows or clinics.

13. DEFAULT. Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement, including but not limited to paragraph 5 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due Trainer under this Agreement shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place Client in default hereunder. Acceptance by Trainer of any late payment shall not constitute a waiver of subsequent due dates or determinations of default. If the Client does not pay balances owed to Trainer within 90 days of billing date, Trainer has the right to assume the balance will not be paid and pursue the Client for the balance and any applicable late fees in small claims court and exercise any other remedies available to Trainer.

14. NOTICE OF TERMINATION. Client agrees that thirty (30) days notice shall be given to Trainer as to the termination of this Agreement.

15. RIGHT OF LIEN. Client is put on notice that Trainer has and may assert and exercise a right of lien, as provided for by the laws of the State of California for any amount due for the board and keep of horse(s), and also for any storage or other charges due hereunder, and further agrees Trainer shall have the right, without process of law, to attach a lien to Client's horse(s) after two (2) months of non-payment or partial payment and Trainer can then sell Client's horse(s) to recover its loss.

16. 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.

17. CHOICE OF FORUM AND CHOICE OF LAW. This Agreement shall be deemed entered into in Santa Barbara, California and the city of Santa Barbara, California shall be the appropriate legal forum for any dispute which may arise out of or be in any way connected with this Agreement. This Agreement is entered into under and shall be construed in accordance with the laws of the State of California.

18. NOTICES. All notices, bills, and other communications required hereunder shall be effective and binding when delivered to the party either personally or deposited in the United States mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail or with an overnight delivery service.

19. ASSIGNMENT. This Agreement may not be assigned by Client without the express written consent of Trainer.

20. DISCUSSION. The parties hereto have specifically discussed each and every term contained herein and have agreed to the inclusion of each item. As a result, the parties agree that the terms hereof shall not be construed against Trainer based on a claim that Trainer drafted the terms hereof.

21. ADVICE OF COUNSEL. Client has been advised to have this Agreement reviewed by an attorney of Client's choice before Client negotiates any of the terms contained herein and before signing a final contract.

22. RIGHTS TO TRIAL WAIVED. Client hereby waives his/her rights to trial by jury no matter where or in what forum any dispute may be submitted for resolution, including trial, under any circumstances or for any reason.

23. CREDIT CARD AUTHORIZATION. Client hereby acknowledges the Credit Card Authorization attached to this agreement and its terms are incorporated herein by reference.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN HORSE-RELATED ACTIVITIES, AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THE WITHIN INSTRUMENT.

Client (or authorized agent)

Name of Rider(s):

Name of Parent or Guardian:

Telephone: Home _____ Cell _____

Email: _____

*please print clearly

Mailing Address:

City _____ State _____ Zip _____

Signature of Rider, Parent or Guardian

Date

Transportation

I, as the parent/guardian of _____, hereby authorize and consent that they can travel with trainers and assistant trainers of Silver Lining Training Stables to and from the barn and other horse related destinations. I understand that my minor athlete can withdraw consent at any time.

Initial _____

Communication

Silver Lining Training Stables makes every effort to include parent/guardian in all communication, however when needed, I, as the parent/guardian of _____, hereby authorize and consent that they can communicate directly through texting, email, and phone call with trainers and assistant trainers of Silver Lining Training Stables regarding, but not limited to, training, scheduling and other horse related topics. I understand that my minor athlete can withdraw consent at any time.

Initial _____

Credit Card Authorization and Consent Form

I, _____ hereby authorize Silver Lining Training Stables LLC to charge my credit card for services rendered.

Type of Card: Visa Mastercard American Express

Credit Card Number: _____

Exp Date: _____. CV Code: _____

Name of Cardholder: _____

Billing Address: _____

City _____ State _____ Zip _____

By signing this you are authorizing Silver Lining Training Stables to charge this card for board, training and any other fees if invoice has not been paid by the 5th of the month. Also, by signing you are authorizing Silver Lining Training Stables to charge this card for horse show invoices and commissions fees if invoice has not been paid 15 days after the invoice has been sent.

Authorization Signature: _____

By signing this, I acknowledge the charges described herein and assume full responsibility for said charges and agree to honor and abide by the terms of payment.