



*Midwest Driving
Company
Driving and Riding*

*55065 180th
Ames, Iowa 50010
Midwest-Driving.com
Showing; Training; Lessons*

**HORSE TRAINING AGREEMENT AND LIABILITY RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING
This trainer does not guarantee your safety or that of your horse**

This agreement is between Midwest Driving, LLC (Jada Neubauer) and:
_____ (the Owner).

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, kicking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the persons' abilities (From Iowa Code Chapter 673).

In consideration of those risks therefore, the undersigned agrees to hold harmless and indemnify Midwest Driving, LLC , and its representatives and employees and further releases them from any liability or responsibility for accident, damage, injury, or illness to the undersigned or any horse owned by the undersigned or to any family member or spectator accompanying the undersigned on the premises of Midwest Driving, LLC, Inc.

- I. DEFINITIONS: The term, "OWNER," shall refer to the owner, part-owner, or lessee of the animals that are contracted to be trained under this agreement. The terms, "HORSES(S)" and "ANIMALS," shall refer to all equine species and also to the specific animal or animals to which this agreement refers. The terms, "TRAIN" and "TRAINING," shall refer to the schooling, conditioning, and education of horses. The term, "DRIVING," shall refer to driving or otherwise handling of horses whether on the ground or in the carriage. The term "DRIVER" shall refer to a person who drives a horse in a carriage or otherwise handles or comes near a horse from the ground. The terms "I," "ME," or "MY," shall refer to OWNER and the parents or guardians, if a minor.
- II. PURPOSE AND CONSIDERATION: At the commencement of this agreement the owner intends that the trainer undertake the training of the animal listed below under Clause III and to provide other incidental services according to terms and conditions set herein. Monthly charges are due in advance on the first day of the month. On conclusion of this agreement, the remainder of expenses shall be due and payable and horses will not be released from Midwest Driving Company's possession until all expenses are paid in full.

III. INFORMATION ABOUT HORSE TO BE TRAINED:

Name of horse _____
 Age _____ Breed _____
 Color _____ Markings _____
 Current Insurer _____
 Policy # _____
 Horse's vices, unique habits _____

 Other pertinent information _____

 Training desired _____

- IV. FEE SCHEDULE FOR TRAINING SERVICES: Midwest Driving Company shall provide Owner with a fee schedule for services in advance of the signing of this agreement, which shall become a part of this agreement. Midwest Driving Company's fee schedule may change at any time. Should such a change be required Midwest Driving Company shall give Owner no less than thirty days written notice prior to implementation.

Owner shall pay Midwest Driving Company for training services as checked below:

_____ a month three-four hours of training a week (depending on animal and weather), plus board, which shall include a box stall to be picked out daily, custom feeding, hay, water, (Supplements provided by owner) and daily turnout under normal weather conditions.
 _____ other _____

- V. HORSE HEALTH WARRANTY: each horse shall enter Midwest Driving Company's premises free from transmissible diseases, and must be effectively wormed, and current on immunizations

for tetanus, rabies, eastern and western encephalomyelitis, influenza (IN), and rhinopneumonitis (IM). The following up-to-date documents must be presented to Midwest Driving Company by owner prior to the entry of horse onto Midwest Driving Company's premises: (1) veterinarian health certificate, within 30 days prior to entry (2) worming and immunization record, and (3) negative Coggins test (within last six months).

- VI. Midwest Driving Company's RIGHT TO REFUSE SERVICES: Midwest Driving LLC reserves the right to refuse the continuation of training services of any horse for any reason, to include but not be limited: animal's poor health or unsoundness, dangerous propensities, habits and/or non-trainable condition which Midwest Driving LLC may not be equipped or capable to handle; Owner's refusal to obey stable rules or to cooperate with Midwest Driving Company on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and also in event of the discontinuation of the business of training horses. In such event Midwest Driving LLC shall give Owner ten 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 Midwest Driving LLC to immediately terminate this agreement and to keep the animals in Midwest Driving Company's possession until all fees and charges are paid in full.
- VII. ROUTINE HORSE CARE REQUIREMENT: Horses in training must participate in Midwest Driving Company's worming, immunization, and teeth care programs, the cost of which shall be borne by the owner.
- VIII. IN EVENT OF HORSE ILLNESS OR INJURY: Should the horse become sick or injured, Midwest Driving LLC shall attempt to telephone the Owner immediately. If Owner does not immediately inform Midwest Driving LLC regarding measures to be taken, or if the state of the animal's health requires immediate action, Midwest Driving LLC is authorized to request the services of a veterinarian or to give any other attention that appears necessary. The Owner shall promptly pay all expenses for all services.
- IX. HELMET WARNING: I agree that I have been fully warned by Midwest Driving LLC that all horse handlers, riders, and drivers should purchase and wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM Standard F 1163 Equestrian helmet, while driving and being near horses and I do understand that the wearing of such headgear at these times is required by Midwest Driving LLC and may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a an accident.
- X. DIRECT LOSS TO PERSONAL PROPERTY WARNING: Owner is hereby warned that while on Midwest Driving Company's premises direct loss or damage, theft, or injury to Owner's horse, tack, equipment, and trailer is not covered by Midwest Driving Company's insurance. The actual Owner, having the financial interest in such items, must carry his or her own personal property insurance under a homeowner's or other insurance policy, or under a separate policy as in the case of the loss of a horse.
- XI. OWNER ACCEPTANCE OF RESPONSIBILITY: During the time the horse is being trained the horse shall be in the custody of Midwest Driving LLC, Owner has inspected Midwest Driving LLC premises and/or has in some other way satisfied himself/herself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for Owner's horse(s). Three G Farms will exercise reasonable care for the protection of the horse(s) and shall train the animal(s) to the best of their ability. It is understood that each animal is unique and Midwest Driving LLC cannot guarantee the results or degree to which the horse(s) will be trained.

Owner further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) 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 horse(s) caused by vices or dangerous behavior not disclosed to Midwest Driving Company by Owner. Owner agrees to maintain personal liability insurance on the horse(s) and to provide Midwest Driving LLC with proof of same. 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 horse(s). 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 # _____

- XII. **RELEASE OF LIABILITY:** In consideration of Midwest Driving LLC undertaking the training and incidental services set forth herein, I, the undersigned Owner, do agree to hold harmless and release Midwest Driving Company, Midwest Driving Company's owners, agents, employees, directors, representatives, assigns, members, premises owners, affiliated organizations, and insurers, and others acting on Midwest Driving Company'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 Midwest Driving LLC ordinary negligence; and I do further agree that except in the event of Midwest Driving LLC gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Midwest Driving LLC and Midwest Driving Company's associates as stated above in this clause, for any economic and noneconomic losses due to bodily injury, death, property damage, and injury to the animal(s), and/or by me and/or my minor child or legal ward, in relation to the premises and operations of Midwest Driving LLC.
- XIII. **SCOPE AND TERRITORY:** This agreement shall be legally binding upon Midwest Driving LLC and 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 Iowa and Story County and will be interpreted and enforced under the laws of the State of Iowa. Any disputes by Owner shall be litigated in and venue shall be the county in which Midwest Driving llc.is physically located. If any clause or word is in conflict with STATE Law then that single part is null and void.
- XIV. **LIEN AGAINST ANIMAL TO BE TRAINED:** The Owner hereby grants a possessory lien against the animal(s) in training to Midwest Driving LLC for the value of any unpaid services rendered by Midwest Driving Company under this agreement. Should such charges go unpaid, s Midwest Driving LLC shall be entitled to exercise the right to enforce said lien according to the laws of the state.
- XV. **OWNER RIGHT OF TERMINATION:** Upon ten days written notice to a Midwest Driving LLC after a minimum training period of ten days, Owner may terminate this Agreement for any reason. Midwest Driving LLC shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded.
- XVI. **ADDITIONAL AGREEMENTS:**

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.

Executed at Ames, Iowa this _____ day of _____, 200__.

Owner:

Midwest Driving,LLC.

Printed Name

Officer and Title

Signature

Signature

Name: _____
Address _____
City and State _____

Midwest Driving LLC.
55065 180th
Ames, Iowa 50010

Owner's day time telephone: _____

Owner's night telephone: _____

e-mail address: _____

Name of emergency contact person: _____

Daytime telephone: _____

Night telephone: _____

Name of Veterinarian: _____

Telephone _____

Name of Ferrier: _____

Telephone: _____