

3-C Farm Horsemanship School

Pam & Alan Cornett
3783 E. Foster-Maineville Rd
Morrow, OH 45152
513-899-2730
www.3FarmHorsemanshipSchool.com

Training Contract

We start beginners and finish winners!

The undersigned owner of the _____ mare, stallion, gelding named _____ # _____ does hereby employ Alan and Pam Cornett under the name of 3-C Farm Horsemanship School, hereinafter referred to as 3-C Farm, to train the above described animal.

The owner agrees to pay the sum of \$1,215.00 per month for board and training charges, plus all medicines, veterinary and blacksmith expenses of such animal. There is a 60 day minimum on all training. All accounts are due and payable one month in advance. ***MAKE YOUR CHECKS PAYABLE TO PAM CORNETT.*** A finance charge of 1½% per month which is an annual percentage rate of 18% will be charged on all past due accounts.

It is our understanding that once a horse is put into training, it is under our authority to train this horse in our time frame. **If the owner wants to come see the horse once a week, then they must call ahead to set up an appointment to see their horse. AT NO TIME** will the owner be allowed to just drop in to see their horse or get it out of the stall, groom, or ride the horse. If the owner wants to be trained on their horse while at 3-C Farm, they must make an appointment with Pam Cornett to schedule a private lesson. It will be with Pam Cornett and there is a \$75.00 fee for each private lesson. The lesson will consist of 15 minutes tack-up, 30 minutes riding, and 15 minutes un-tack. If your horse is ready to be ridden with other horses, you can be in a group lesson and there is a \$55.00 fee for each group lesson. The lesson will consist of 15 minutes tack-up, 1 hour riding lesson, and 15 minutes un-tack.

The owner is responsible for hauling the horse to and from 3-C Farm to both drop off, and pick up the horse.

The owner warrants that said animal has no mean or vicious habits and is safe to handle. Any exceptions shall be clearly stated on the reverse side of this document, and initialed by the parties hereto.

3-C Farm agrees to properly feed and maintain said animal in a good and husband like manner, and are authorized to employ a veterinarian to treat said animal whenever, in their judgment, it is necessary for the proper care of said animal.

If you want your horse turned out with our horses, on a daily basis and weather permitting, you take full responsibility if your horse gets hurt and cannot hold 3-C Farm, Pam or Alan Cornett and their staff responsible. Would you like your horse turned out? Circle YES NO

The owner shall bring with the horse: Halter, Cooler, Bridle, Bits, Splint Boots, along with any other tack needed for the horse's training, and a copy of registration papers, current negative coggins test (within one year) and health records.

3-C Farm shall not obtain nor carry mortality or other insurance on the said animal. It is the sole responsibility of the owner to carry any/all insurance. 3-C Farm and their employees are not responsible or liable in any manner for injuries to the animal, or its death, from any cause that does not result solely and proximately from the negligent action of 3-C Farm or their employees.

We require that each said animal have a yearly negative coggins test and tetanus shot, worming every 2 months, and their teeth floated. Dates of last treatment/procedure:

Tetanus: _____ Wormed: _____ Teeth: _____
Coggins: _____ Your Vet Name: _____ Cell Phone: _____ (if we can get him)

OWNER _____

OWNER ADDRESS _____

PHONE: Home: _____ Cell: _____ Work: _____

Owner's Signature & Date Signed

Trainer's Signature & Date Signed

Date Horse Arrived: _____

Date Horse Left: _____

3-C Farm Training Liability Sheet

THIS LIABILITY RELEASE AND EXPRES ASSUMTION OF RISK is made and entered into on

_____, by and between _____ hereinafter

designated 3-C Farm, and _____ and

_____ hereinafter designated Owner/Participant; and if

Owner/Participant is a minor, Owner/Participant's parents or guardian,

_____. In return for the use today, and on all future days, of property, facilities, and services of 3-C Farm, the Owner/Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Owner/Participant is responsible for full and complete insurance overage on his horse, personal property and himself.
2. Owner/Participant understands there are INHERENT RISKS in and around equine activities. These are dangers of conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury, harm, or death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movements, unfamiliar objects, persons, or other animals; hazards such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another Owner/Participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.
3. OWNER/PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM OWNER/PARTICIPANT'S USE OF OR PRESENCE UPON 3-C FARM'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, stationary objects, fire, explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Owner/Participant agrees to hold 3-C Farm and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of 3-C Farm's property and facilities, including without limitations, those based on death, bodily injury, property damage, including consequential damages, excepts if the damages are caused by the direct, willful and wanton gross negligence of 3-C Farm.
5. Owner/Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Owner/Participant agrees to indemnify and defend 3-C Farm against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Owner/Participant's use of or presence upon, 3-C Farm's personal property and facilities.
7. Owner/Participant agrees to abide by all of 3-C Farm's rules and regulations, and Owner/Participant is responsible for using protective gear (riding helmet, boots, etc).

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8. This Contract is non-assignable and non-transferable and is made and entered into the State of Ohio, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then the clause shall be null and void.

9. **WARNING:** under Ohio Law, and equine activity sponsor or equine professional (i.e. 3-C Farm is not liable for injury to, or the death of, an Owner/Participant in equine activities resulting from the inherent risks of equine activities.

10. Upon the occurrence of any breach or threatened breach by Owner of any provision contained herein, or in the event Manager, in its sole discretion deems itself insecure with Owner or Owner's ability to comply with any of the terms hereof, Manager will have the right immediately terminate this Training Contract or Owner's rights hereunder without termination of this Training Contract, and to pursue all lawful remedies, in law or at equity, including, without limitation, suit for performance of this Training Contract by Owner, and/or an action for rent due and damages. Upon such termination Owner shall immediately remove Owner's horse and equipment from the premises. Owner shall call Manager to schedule a mutually convenient time for such removal to be performed. Failure to arrange for an appointment will be cause for forfeit of owner's deposit. Manager's remedies will be cumulative in all events. The listing of the remedies available to Manager will not be deemed to limit the lawful remedies of Manager. The prevailing party in any litigation or other proceeding to enforce such party's rights under this Training Contract will be entitled in such litigation or proceeding to an award of the costs of such litigation or proceeding, including attorney's fees and expenses. No failure or delay in exercising any right or remedy by Manager will operate as a waiver of such right or remedy or preclude further exercise of such right or remedy.

11. Owner acknowledges that he/she/it has had the opportunity to ask questions and discuss this matter with and obtain advice from its/her/his own representatives, has had sufficient time to, and has carefully read and fully understands all the provisions of this Training Contract, and is knowingly and voluntarily entering into this Training Contract.

When 3-C Farm and the Owner(s) (and Parent/Guardian where warranted) sign this contract, it will then be binding:

3-C Farm's Signature & Date Signed

Owner's Signature & Date Signed

Participant's Guardian/Parent Signature & Date Signed