

HORSE TRAINING/CONSIGNMENT AGREEMENT AND LIABILITY RELEASE

TRAINER NAME: Horses and Ponies, LLC

PLEASE READ CAREFULLY BEFORE SIGNING THIS TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES IT IS HEREBY AGREED TO AS FOLLOWS: WARNING Under South Carolina Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Article 7, Chapter 9 of the Title 47, Code of Laws South Carolina 1976.

DEFINITIONS - The term "TRAINER" shall herein refer to any of Horses and Ponies, LLC trainers, managers, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on the trainers behalf. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be trained under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The terms "TRAIN" and "TRAINING" shall herein refer to the schooling, conditioning and education of horses. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

FEE SCHEDULE FOR TRAINING SERVICES - Fee schedule is \$1500 plus 15% of sale price. The first \$1500 covers 1 to 30 days. Each additional \$1200 covers 1 to 30 days while in training. The fee schedule may change at any time. OWNER shall pay TRAINER for services as checked HORSE TRAINING/CONSIGNMENT.

TRAINING OF HORSE - The TRAINER shall train horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horses and shall educate and train the horses and OWNERS to the best of his/her ability.

Other than the guarantee stated above the TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. TRAINER shall provide suitable facilities and care for horse in an adequate manner with feed being determined by the TRAINER. TRAINER shall furnish all labor. The TRAINER has complete control over the manner of training and shall take all precautions for the proper performance thereof.

OWNER shall submit information for each horse on the premises belonging to OWNER. This Information shall include any and all information on each horse that will aid the TRAINER in training and maintaining the horse. This may include but not limited to listing of vices, bad habits, medical conditions, personality description, physical conditions of the horse and how well the horse gets along with others.

DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE TRAINED

Name of Horse _____ Age _____ Info _____

DEATH OF HORSE - It is hereby agreed that in the event of the death of the horse, or if the horse becomes unfit to train, TRAINER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees.

HORSE HEALTH WARRANTY - Each horse shall enter the TRAINER's premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least 7 days prior to arriving at the training facility. TRAINER will make an effort to keep each horse in good health but cannot guarantee each horse's health. OWNER must present the following up-to-date documents to TRAINER prior to the entry of horse onto TRAINER's premises. Negative Coggins Test

ROUTINE HORSE CARE REQUIREMENT - Horses in training that are boarding at the trainer must participate in TRAINER's worming, immunization, hoof trimming/shoeing and dental programs. The cost of which shall be borne by OWNER. All expenses for the horse by other professionals (ie: veterinarians, farriers, dentist, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice.

EMERGENCY CARE - TRAINER agrees to attempt to contact OWNER should TRAINER determine veterinary treatment is needed for said horse(s), but, if TRAINER is unable to contact OWNER, TRAINER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or TRAINER is authorized, as OWNER's agent, to arrange direct billing to OWNER. TRAINER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless TRAINER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates. OWNER agrees to notify TRAINER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify TRAINER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

INHERENT RISKS AND ASSUMPTION OF RISK - The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

RISK OF LOSS AND STANDARD OF CARE - During the time that the animal(s) is/are in custody of TRAINER, TRAINER shall not be liable for any sickness, disease, stray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of TRAINER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on TRAINER's premises.

The OWNER fully understands that TRAINER does not carry any insurance on any animals not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of TRAINER are to be borne by the OWNER. The standard of care applicable to TRAINER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall TRAINER be held liable to OWNER for equine death or injury in an amount in excess of TWO Thousand Dollars (\$2,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of TWO Thousand Dollars (\$2,000), at OWNER's expense, or forego any claim for amounts in excess of TWO Thousand Dollars (\$2,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide TRAINER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

DIRECT LOSS TO PERSONAL PROPERTY WARNING - OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by TRAINER's insurance and TRAINER shall not be liable for the OWNER's horses, tack, equipment or other property.

OWNER ACCEPTANCE OF RESPONSIBILITY - During the time that the horse(s) are being trained the horse(s) shall be in the custody of the TRAINER. OWNER has inspected the TRAINER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse 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. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS 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 the TRAINER by OWNER. 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).

RELEASE OF LIABILITY - In consideration of TRAINER undertaking the training and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the TRAINER, TRAINER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on TRAINER'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 TRAINER's and/or TRAINER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the TRAINER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the TRAINER and TRAINER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the TRAINER.

RIGHT OF LIEN - The OWNER is given notice that TRAINER has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, TRAINER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event TRAINER exercises TRAINER's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by TRAINER's representatives setting forth the material facts of the default and foreclosure as well as TRAINER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$2000.00 will be assessed.

OWNER RIGHT OF TERMINATION - Upon written notice to the TRAINER the OWNER may terminate this agreement for any reason. OWNER is not entitled to a refund. TRAINER shall be paid for all fees incurred up to the termination time. After all fees have been paid in full this agreement is concluded.

LIMITATION OF ACTIONS. Any action or claim brought by OWNER against TRAINER for breach of this Contract or for loss due to negligence must be brought within 30 days of the date such claim or loss occurs.

AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the TRAINER and the 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 and county of domicile of the TRAINER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located, Westminster, SC. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

ENTIRE AGREEMENT - This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of TRAINER's stable, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN, AFTER READING THIS ENTIRE DOCUMENT. IF THERE ARE SECTIONS IN THIS AGREEMENT WHERE AN OWNER IS SUPPOSED TO CHOOSE AN OPTION AND IT IS NOT CHECKED THEN IT IS ASSUMED THAT THE MOST EXPENSIVE OPTION IS DESIRED.

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.

SIGNATURE OF OWNER _____ DATE: _____

OWNER's NAME _____ PHONE _____