



Giant Steps Horse Trial Agreement

Horse: _____ Date: _____

Horse Description: D.O.B.: _____ Breed: _____

Color and markings: _____

Height _____ Discipline: _____

Owner: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Estimated value of this Horse: _____

If your Horse is of value greater than \$5,000, then do you have 2 appraisals?

Yes No

1. TRIAL PERIOD. This Horse Trial Agreement is between _____ (Owner) and Giant Steps Therapeutic Equestrian Center entered on this date _____ and ending on _____, the Trial Period. The purpose of this trial period is to evaluate and train _____ for the Giant Steps program. During the time of the Trial Period the Horse _____ will be fed, cared for, trained, and evaluated by the Giant Steps program staff, however the board of \$_____ per month will be paid for by the Owner until the Horse is accepted into the program. This agreement can be extended at the end of the stated Trial Period upon agreement from both parties. If Giant Steps, in its sole discretion, determines _____ is unsuitable for the program at the end of the Trial Period, _____ will be returned to owner at Owner's expense. If Giant Steps, in its sole discretion, determines _____ is unsuitable for the program before the end of the stated Trial Period, _____ will be removed at the Owner's expense within 15 days of notification from Giant Steps' staff and Giant Steps will provide Owner a prorated refund any unused, prepaid board.

2. VETERINARY CARE. Should a vet or farrier be required as per the Owner's request/agreement it shall be at the Owner's expense. In the event the Horse requires the emergent services of a veterinarian, including emergency surgery, Giant Steps will contact the

Owner at telephone number _____, alternate telephone number _____, and/or email _____ or _____, or contact the Owner's designated veterinarian, _____ at telephone number _____. If Giant Steps cannot reach the Owner or the designated veterinarian, or if either does not respond within a reasonable time under the circumstances, Owner hereby authorizes Giant Steps to retain the services of an available licensed veterinarian to care for the Horse. Giant Steps agrees to pay for such services up to \$1,000.00 during the Trial Period defined in this Agreement. Owner shall inform Giant Steps in writing if Owner maintains medical or mortality insurance on the Horse, and if Owner accepts financial responsibility for emergent veterinarian services above \$1,000.00 during this Trial Period for the Horse. If Owner does not accept financial responsibility above \$1,000.00 for emergency care of the Horse during the Trial Period, Giant Steps retains sole discretion to make all such emergent veterinary care decisions regarding the Horse.

OWNER (ON BEHALF OF HIMSELF/HERSELF AND HIS OR HER AGENTS, ASSIGNS, HEIRS, EXECUTORS, ADMINISTRATORS, INVITEES, AND CHILDREN, IF ANY) HERBY ACKNOWLEDGES:

3. **INHERENT RISKS.** Horses are prone to accidents, injuries, illness, lameness, and other conditions and events for which Owner assumes the risk and Owner hereby releases and holds Giant Steps and its volunteers, agents, employees, officers, directors, or representatives harmless from any liability that may accrue as a result of fire, theft, running away, state of health, injury to person, horse, or property, or from any other cause arising out of Giant Steps' care, custody, or control of the Owner's Horse.

4. **WAIVER AND RELEASE.** Owner fully releases and forever discharges and holds harmless Giant Steps and its volunteers, agents, employees, officers, directors, or representatives from any and all expenses, actions, claims, demands, causes of action, suits, obligations, damages, losses, judgments, or liabilities of any nature or kind whatsoever, whether known or unknown, and whether based upon tort, contract, statute, or other civil penalties, or any other form of damages, attorneys' fees, costs, losses, or expenses of any kind or nature, arising out of or associated with any major illness or death of the Horse, unless Giant Steps is found to be grossly negligent in causing such major illness or death.

5. **UNKNOWN CLAIMS WAIVED.** Owner acknowledges that he/she understands the following statutory language of California Civil Code Section 1542:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Having been so apprised, Owner specifically waives any right Owner may have under California Civil Code Section 1542 as to unknown or unsuspected claims.

6. INDEMNITY. To the extent permitted by law, Owner agrees to indemnify and hold harmless Giant Steps and its volunteers, agents, employees, officers, directors, or representatives from any and all claims of third parties associated with any major illness or death of the Horse, including any litigation, expenses, attorney's fees, loss, liability, damage, or cost that may occur as a result of such claims. Should Giant Steps be required to incur attorneys' fees and costs to enforce this agreement, Owner agrees to indemnify and hold Giant Steps harmless from all such fees and costs.

7. COMPLETE AGREEMENT. This Agreement constitutes the entire Agreement among the parties and supersedes any prior agreement or understanding among them.

8. GOVERNING LAW. This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of California. If any portion of this Agreement is held to be unenforceable by any court, each of the remaining terms thereof shall nevertheless remain in full force and effect.

9. CONSENT TO ARBITRATION. Should any dispute arise relating to the subject matter of this Agreement, the parties agree to submit the dispute to binding arbitration in Sonoma County, California, pursuant to the rules of the American Arbitration Association.

Owner signature: _____ Date: _____

Printed name: _____

Giant Steps Representative: _____ Date: _____

Printed name: _____