



## Longacre Equine LLC- Trainer's Agreement

**Please read carefully before signing. Serious injury may result from your participation on and around horses: Longacre Equine cannot guarantee your safety or the safety of your horse.**

This trainer agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made by and between \_\_\_\_\_ ("TRAINER"), and Longacre Equine, LLC ("LE"), for doing business at 2101 Country Road 245, New Castle CO 81647. These parties warrant that they have the right to enter into this AGREEMENT. Please note that LE has a separate mailing address, 810 Minter Ave, Glenwood Springs CO 81601.

Longacre Equine will allow approved instructors and trainers to work out of the Longacre Equine Facility. Longacre Equine reserves the right to terminate this contract and no longer allow you to train or give lessons out of the Longacre Equine facility and premises if there is any breach in this contract. Training at Longacre Equine includes lessons and instruction (from horseback and the ground), riding client's horses, and any type of ground work.

As a trainer, you will be responsible for the following:

- 1.) It is at your sole discretion whether you want your clients and students to wear helmets or not. Longacre Equine urges that you require anyone under the age of 18 to wear a helmet while riding on the property. Knowing that this can be difficult, it is not a requirement but STRONGLY encouraged.
- 2.) You are responsible for having all of your clients, students, and riders submit a waiver of liability release. Please place the contract in the "payment and liability" box outside the office. Riders are required to do this BEFORE any interaction or riding of their or your horses. Liability waivers will be spaced throughout the aisle and arena on clipboards.
- 3.) You are also required to sign and submit a liability waiver and release.
- 4.) **You are required to provide general liability insurance or professional liability insurance to Longacre Equine BEFORE you can commence training or lessons, please call your insurance company and add Longacre Equine onto your policy as a place that you will be training out of. Longacre Equine will require PROOF that you have done this. A letter or write up from you insurance company will suffice. Please attach insurance paperwork/write up and policy number to this document.**
  - a. **You will also be required to resubmit your insurance to LE every 6 months. LE will send you an email requesting proper paperwork every 6 months so that all parties involved are staying in compliance with proper insurance and safety.**
- 5.) As a trainer, if one of your clients or students or horses is hurt. It is your responsibility to call 911 or the vet and make sure that they receive proper treatment and care while under your training guidance.

- 6.) NO ABUSE will be tolerated on the Longacre Equine premises. Training and discipline are a large part of teaching horses and clients, however, no actual verbal abuse of clients or physical abuse of the animals will be tolerated.
- 7.) Please be professional and courteous to other riders that may be in the arena.
- 8.) You are welcome to use Longacre Equine's poles, barrels, cones, and other obstacles provided outside of the arena pen. When you are finished with these items, please place them back outside of the arena when finished.
- 9.) As a trainer, you are required to get along with ALL other trainers, clients, staff, etc. No drama will be tolerated. Please be courteous, professional, and compassionate to one another.
- 10.) As the trainer, you are responsible for making sure that manure is picked up out of the indoor arena after your riding or training sessions with clients OR after your own riding times.**
- 11.) Please let Longacre Equine know of your instruction sessions. You can do this a multitude of ways. You may call or text Barbara to state the days you'd like to have lessons and whether you'll be using the entire arena or only half of the arena OR you may fill in your lessons on the communal dry erase calendar board that will be posted in the aisle.

Trainer Initial \_\_\_\_\_

### **Inspection of Premises**

TRAINER has inspected LE's facilities, trails, pastures, hot walker, stalls, arenas, fencing, etc. and is satisfied that all premises and conditions are reasonably safe for TRAINER'S horses and the horses of their clients for the intended purpose, usage, and presence upon LE's premises.

TRAINER will NOT hold LE liable if TRAINER'S horses or their client's horses are injured in any way while on the premises. This includes horses getting hurt while in their pasture, from other horses or from sticks, holes, fencing, or anything that the horse may possibly hurt themselves on while on the premises.

Trainer Initial \_\_\_\_\_

### **Events and Arena Blackout Dates**

There will be specific weekends where either the indoor or outdoor arena will be closed to TRAINERS and clients due to an event. TRAINERS and clients are welcome to be a part of these events at their discretion. On rare occasions, either the indoor or outdoor arena will be blocked off for a week to two weeks for events, though very rarely. All events will be posted on the LE calendar that will be posted and visible to all Clients. When an event is scheduled or upcoming, LE will email out to all Clients to let them know of arena events or black out dates.

Trainer Initial \_\_\_\_\_

## Authorization of Riders, Handlers, and Trainers

TRAINER represents and warrants to LE that:

- Their client's Horse(s) have no vicious or dangerous habits or propensities.
- TRAINER is sufficiently knowledgeable and experienced in the handling and riding of horses and will do so in a safe manner.
- TRAINER understands the dangers of training and working with client's horses and knows proper safety and protocol for riders, clients, and horses under their care and tutelage.

Trainer Initial \_\_\_\_\_

## Termination

Either party may terminate this Agreement **without cause** by giving thirty (30) days advance notice. Upon such termination, this Agreement shall terminate thirty (30) days subsequent to giving such notice and both parties shall be relieved of all further obligations hereunder. Trainer will forgo any rights to ride client's horses or give lessons on the LE property.

LE reserves the right to terminate this agreement immediately under any of the following circumstances and will give the TRAINER ten (10) days' notice to leave the premises with Horse(s), tack, trailers, and personal property:

- TRAINER has had multiple verbal or physical altercations with staff members, trainers, or clients.
  - This includes any types of bullying or intimidation of staff members or other trainers or clients.
- TRAINER fails to provide proper insurance documentation every 6 months and/or when requested by LE.
- TRAINER refuses to follow the rules and notices of the barn.
- TRAINER is caught stealing from other clients, trainers, LE, or persons on the property.
- TRAINER fails to provide proper medical treatment/care of clients or their horses if they are hurt during lessons or training (i.e. calling 911 if needed, not providing proper care to a possible hurt horse after a lesson, etc.)
- TRAINER breaches this Agreement in ANY way.

The provisions of this Agreement shall survive such termination until TRAINERS Horse(s), tack, and personal property are removed from the premises. Should the TRAINER breach this Agreement or be in default for any reason, the TRAINER shall be liable to LE for attorneys' fees and costs incurred in relation to such breach or default.

TRAINER Initial \_\_\_\_\_

## **Hold Harmless, Limited Insurance, Indemnification, Release of Liability**

*The following paragraphs (A,B,C,D,E) below shall survive termination of this Agreement and shall be binding upon, and inure to the benefit of the parties' heirs, executors, administrators, representative, successors, and assigns.*

- A. TRAINER acknowledges that riding and handling horses is a hazardous activity, which can result in serious injury or death. TRAINER expressly assumes the risks associated with any and all activities around and on horses. TRAINER agrees to hold harmless LE, it's staff members, agents, managers, associates, members, insurers, affiliated organizations, owners of premises and trails, leasors, and assigns against any and all claims arising from damage, injury or death caused by any act or omission of TRAINERS, of TRAINER'S Horse(s), or of TRAINERS'S guests, agents, clients, or family. TRAINER agrees to defend and indemnify LE, it's staff members, agents, managers, associates, members, and assigns against any and all such claims, liabilities, damages, losses, costs and expenses (including attorney fees) arising out of or based upon any act of TRAINER'S Horse(s), any negligence or willful misconduct of TRAINER, or any breach by TRAINER of any representation or covenant contained in this Agreement.
- B. TRAINER acknowledges that TRAINER'S Horse(s), and those of their client's, may injure itself or may be injured on the LE property, while being blanketed, un-blanketed, hot-walked, turned out, lead, ridden, in it's stall/paddock/field, or handled in ANY way. Such injuries are assumed by the TRAINER as a risk of training and boarding and the TRAINER waives any claim against LE, it's agents, staff members, or managers for any such damage or injury.
- C. TRAINER agrees to hold LE harmless if TRAINER'S Horse(s), or those of their client's, should escape it's stall, field, or paddock. LE may, but need not attempt to recapture Horse(s) and LE assumes no liability for any damage or injury as a result of any such attempt.
- D. LE does not carry insurance covering Horse(s) or equipment by the TRAINER. LE shall not be liable for any loss, sickness, disease, theft, injury or death which may be suffered by the Horse(s) covered by this Agreement while Horse(s) are in LE's care, custody, and control OR being shipped to or from the care, custody, and control of LE or for any other cause or causes of action whatsoever arising out of or in any way connected with the training of the Horse(s). It is the TRAINER'S responsibility to carry full and complete insurance coverage on themselves, horse(s), and all personal property.
- E. Assumption of Risk, Waiver, and Release of Liability Agreement accompanying this Trainer Agreement is incorporated herein by reference. All terms of assumption of risk, waiver, release, and indemnification apply to the Agreement as if fully set forth herein.

Trainer Initial \_\_\_\_\_

## **No Assignment and Agreement Modification**

The TRAINER may not assign this Agreement without the prior written consent of LE. This Agreement constitutes the sole and only agreement and supersedes any prior arrangements or agreements, oral, written, or implied between the parties. No modification may be made unless the same be made in writing and signed by both the TRAINER and LE.

Client Initial \_\_\_\_\_

**WARNING**

**UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.**

TRAINER Initial \_\_\_\_\_

TRAINER:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

LONGACRE EQUINE, LLC

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Owner/Manager

Physical Address: 2101 County Road 245, New Castle DO 81647

Mailing Address: 810 Minter Ave, Glenwood Springs CO 81601