



# 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 Starbrite 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 Starbrite program. During the time of the Trial Period the Horse \_\_\_\_\_ will be fed, cared for, trained, and evaluated by the Starbrite 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 Starbrite, 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 Starbrite, 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 Starbrite's staff and Starbrite 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, Starbrite 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 Starbrite cannot reach the Owner or the designated veterinarian, or if either does not respond within a reasonable time under the circumstances, Owner hereby authorizes Starbrite to retain the services of an available licensed veterinarian to care for the Horse. Starbrite agrees to pay for such services up to \$1,000.00 during the Trial Period defined in this Agreement. Owner shall inform Starbrite 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, Starbrite 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 Starbrite 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 Starbrite's care, custody, or control of the Owner's Horse.

4. **WAIVER AND RELEASE.** Owner fully releases and forever discharges and holds harmless Starbrite 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 Starbrite is found to be grossly negligent in causing such major illness or death.

5. **INDEMNITY.** To the extent permitted by law, Owner agrees to indemnify and hold harmless Starbrite 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 Starbrite be required to incur attorneys' fees and costs to enforce this agreement, Owner agrees to indemnify and hold Starbrite harmless from all such fees and costs.

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



7. **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 Texas. 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.

8. **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 Smith County, Texas, pursuant to the rules of the American Arbitration Association.

Owner signature: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

Starbrite Representative: \_\_\_\_\_

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

Printed name: \_\_\_\_\_