

TRANSPORT AGREEMENT AND LIABILITY RELEASE

THIS TRANSPORT AGREEMENT AND LIABILITY RELEASE ("Agreement") is entered into on this date _____ (date). By and between VILLA ROSA DRESSAGE LLC and/or DONNER HUF DRESSAGE LLC and _____ (Horse Owner).

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING IT YOU ARE WAIVING LEGAL RIGHTS AND ASSUMING LEGAL LIABILITIES. VILLA ROSA DRESSAGE LLC and/or DONNER HUF DRESSAGE LLC and/or HEIDI GAIAN and/or JIM McCARLEY DO NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S).

1. DEFINITIONS

- a. "TRANSPORTER" shall hereinafter refer to VILLA ROSA DRESSAGE LLC and/or DONNER HUF DRESSAGE LLC and their trainers, managers, owners, agents, employees, contractors, officers, directors, representatives, assigns, members, and any others acting on their behalf, as the person providing the means and services to transport horses per this Agreement.
- b. "OWNER" shall herein refer to the owner, agent or lessee and the parents or legal guardians thereof if a minor, of the horse(s) to be transported under this Agreement.

2. **Transportation of Horse.** OWNER hires/engages TRANSPORTER to transport/haul OWNER'S Horse(s).

3. **Transportation and Transportation Fee.** TRANSPORTER agrees to transport horse for OWNER to and from locations mutually agreed to by OWNER and TRANSPORTER. OWNER agrees to pay TRANSPORTER a sum mutually agreed to by OWNER and TRANSPORTER. The basic transport rate is \$1.75 per mile, but may be more or less.

4. **TRANSPORTER'S Due Diligence and Reasonable Care.** TRANSPORTER will use due diligence to safely transport the OWNER'S horse(s) in a good and husband-like manner, but makes no guarantees as to the health and/or physical condition of the horse(s) upon departure or arrival.

5. OWNER'S Representations and Warranties:

- a. OWNER represents and warrants that he/she has the power, authority and rights to enter into this Agreement and cause OWNER'S horse(s) to be transported as described above. OWNER agrees and acknowledges that OWNER'S horse(s) shall be under the custody, care and control of TRANSPORTER during the transportation of OWNER'S horse(s), including the loading and unloading of the horse(s).
- b. OWNER warrants and represents that OWNER has inspected the TRANSPORTER'S vehicle and horse trailer ("Vehicle") and is satisfied with the condition of the same. OWNER further warrants and represents that eh Vehicle will provide and adequate, reasonable and acceptable level of safety for OWNER'S horse(s).
- c. OWNER warrants and represents that during the time OWNER'S horse(s) are under the control of TRANSPORTER, TRANSPORTER shall not be liable for any sickness, disease, astray, theft death, injury and/or any other damage with may be suffered by the OWNER'S horse(s) or any other cause of action whatsoever, arising out of or being connected in any way with the transporting of OWNER'S horse(s). Moreover, TRANSPORTER shall not be liable and/or responsible for behavior and/or the results of the behavior of any horse(s) being transported with could potentially cause injury, illness, and death. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to OWNER'S horse(s). OWNER is also responsible for accidents, damages, injuries, and loss of life sustained by OWNER'S horse(s).

6. **Risk of Loss and Insurance.** OWNER assumes all responsibility and Risk or Loss for horse(s), including, but not limited to, transportation, board, care, veterinary care, injury, damage and/or death of horses, or other accident, incident, event and/or occurrence caused by/to horse(s) or by/to any other party resulting in injury, damage and/or death of a person, horse, or property. During this Agreement TRANSPORTER shall not be liable for horse(s) and/or any actions of horse(s); OWNER shall be liable for horse(s) and/or any actions of horse(s).

OWNER understands and acknowledges that insurance is not provided to the OWNER by TRANSPORTER. If OWNER elects not to secure insurance, then OWNER agrees that OWNER assumes all expenses and/or liabilities associated with the transport and/or care of OWNER'S horse(s).

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7. **Care of Horse; Emergency Care.** TRANSPORTER is authorized to use best judgement in regard to the health and welfare of horse(s). TRANSPORTER will immediately notify OWNER in the event of any emergency. In the event OWNER cannot be reached, TRANSPORTER is authorized, as an agent for the OWNER, to secure emergency veterinary care required for the horse(s). All costs of such care will be paid by OWNER.

8. **Amendment.** The terms, covenants, and conditions of this Agreement may not be altered, changed or modified except in writing, signed by all parties hereto.

9. **Entire Agreement; Expiration:** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties concerning the transport of OWNER'S horse(s). The representations, warranties and covenants herein shall survive the closing and the consummation of the transactions contemplated herein.

10. **Governing Law; Venue:** In the event that any action, suit, or other proceeding is instituted by any party hereto to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, or to contest the validity of, or attempt to rescind, negate, modify or reform this Agreement, or any of the terms or provisions hereof, or any of the matters referred to herein. This Agreement and the legal relation between the parties shall be governed by and in accordance with the Laws of the State of California. The venue for any action arising out of this Agreement and brought by either party will be the Superior Court of San Benito County, California.

11. **Execution; Signatures:** The individual(s) signing this Agreement represents that he/she is authorized to execute this document on behalf of said party; that the execution of this document shall bind the party on behalf of whom he/she is signing; and further acknowledges that the other other party hereto seal rely upon said representation of authority.

This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement and each counterpart shall be deemed an original. The signatories hereto hereby acknowledge and agree that they (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OWNER:

(Print Name)

TRANSPORTER:



Heidi Gaian
Donner Huf Dressage LLC
Villa Rosa Dressage LLC