

EQUINE REHABILITATION & FITNESS AGREEMENT Form A

THIS AGREEMENT has been agreed upon on this date

the _____ day of _____, 20____ *between*

ANCHOR R RANCH EQUINE REHABILITATION & FITNESS

located at Lacombe, Alberta (herein referred to as ANCHOR R RANCH), and

Name of HORSE OWNER

To provide Rehabilitation and or Fitness to Name of

HORSE _____

AGE _____ COLOR _____ SEX _____

MARKINGS _____

_____ *Number of Additional Horses belonging to HORSE OWNER,
being left at ANCHOR R RANCH. See Appendix A*

Contact Number of HORSE OWNER

EMERGENCY Contact Number

Additional Contact Person

Address of HORSE OWNER

Email Address

How did you hear about ANCHOR R RANCH?

Attending VET _____

Phone # _____

DIAGNOSIS and VET RECOMMENDATIONS - Discuss Treatments
Fitness Rehabilitation

Additional Cost Add Tread Pool Add Salt Water Add Magnetic Add Laser

Therapies

----- OUTSIDE PRACTITIONERS - THERAPIES or TREATMENTS -----

When requested and/or with the approval of the HORSE OWNER, ANCHOR R RANCH will use the services of rehabilitation partners such as veterinarians, equine chiropractors, equine acupuncture practitioners, equine massage therapists, corrective shoeing professionals, and nutrition specialists, or any other holistic resource The HORSE OWNER may wish to utilize. Payment for the above services is not included in the monthly Rehabilitation and Fitness fee, and will be itemized separately on the bill.

A **\$10.00 In House Service Fee** is charged per visit, in addition to the cost of the Practitioner. Travel and mileage expenses to be determined on a per trip basis.

- Recommends that the HORSE OWNER obtain veterinary approval before the start of any treatment, Rehabilitation or Fitness program
- Will refer clients to other appropriate practitioner(s) when deemed necessary
- Does not diagnose medical conditions, ailment or injuries
- Does not make any guarantees as to the outcome of any treatment, rehabilitation or Fitness program
- Will refer the horse back to its veterinarian should they suspect any negative medical condition, ailment or injury

Add Practitioner _____

** This is a public facility. Make certain that your horse is properly vaccinated.*

ANCHOR R RANCH provides standard and reasonable care to maintain the health and well being of the HORSE. ANCHOR R RANCH'S feed program consists of grass hay and a soy hull pellet.

STALL/TURNOUT _____

FEED TYPE _____

SUPPLEMENTS _____

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY, WAIVER OF RIGHTS, and OWNERS ACCEPTANCE OF RESPONSIBILITY

Read This Agreement Carefully Before Signing.

HORSE(S) ILLNESS OR INJURY REQUIRING EMERGENCY CARE

Initial _____ I/WE AGREE THAT: Should the horse(s) become sick or injured, that ANCHOR R RANCH will attempt to notify The HORSE OWNER at the above Emergency Telephone Number. If ANCHOR R RANCH is not able to contact you quickly in an emergency situation such as your horse(s) becomes injured (eg. breaks a leg) or becomes ill (eg. colic) and needs immediate Veterinary Care, ANCHOR R RANCH is given the authority to obtain the services of a veterinarian of their choice, and ANCHOR R RANCH can provide any other necessary measures to attempt to maintain and/or improve the health and life of the horse(s).

Initial _____ *The HORSE OWNER shall promptly pay all expenses for all services upon billing.*

The horse(s) Illness or Injury Requiring Emergency Care clause, includes all horses included on Appendix A(s) Additional Horse, owned by the HORSE OWNER.

As THE HORSE OWNER I agree that ANCHOR R RANCH has the right to insist that all horses on their premises are treated in an ethical and humane manner.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue or undertake any form of litigation and other terms here within are entered into by me (the HORSE OWNER) with and for the benefit of ANCHOR R RANCH their directors, officers, employees, representatives, agents, officials, volunteers, business operators, equine owner(s), and site property owners, (all of them collectively Called ANCHOR R

RANCH). I am aware and understand that there are Inherent DANGERS, HAZARDS, and RISKS, (collectively Called RISKS) associated with Equine Activities.

- 1 I The HORSE OWNER acknowledge that these Inherent "RISKS" of Equine Activities mean those DANGEROUS conditions which are an integral part of Equine Activities, including but not limited to:
 - a The potential for permanent injury, permanent paralysis and death, from situations such as, but not limited to;
 - i being kicked by a horse
 - ii falling from or being bucked off of a horse
 - iii being hit or run over by a horse
 - iv collisions with other horses or objects
 - b The tendency of horses to behave in ways that may result in injury, harm, or death to persons on or around them;
 - c The unpredictability of a horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
 - d Certain hazards such as surface and subsurface conditions;
- 2 Each individual who engages in an equine activity expressly assumes the risk of, and legal responsibility for injury, loss, or damage to the participant or the participant's property that results from participating in an equine activity. Each participant shall have sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equine activity. It shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings. And to perform equine activities only in an area or in facilities designated by the horseman, and to refrain from acting in a manner that may cause or contribute to the injury of anyone.

The HORSE OWNER ACKNOWLEDGES THAT: During the time that the horse(s) are at ANCHOR R RANCH, the horse(s) shall be in the custody of ANCHOR R RANCH. The HORSE OWNER has inspected the ANCHOR R RANCH EQUINE WELLNESS'S premises and/or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER'S family, guests and visitors who enter the premises.

The ANCHOR R RANCH will exercise reasonable care for the protection of the horse(s) and shall provide care for the horse(s) to the best of their ability. It is understood that each animal is unique and that ANCHOR R RANCH cannot guarantee the results or degree to which the horse(s) will be conditioned and or rehabilitated.

The HORSE OWNER further understands that the rehabilitation and Fitness of a horse involves placing the horse in a unique environment, which may cause

stresses on the horse(s), both physically and mentally, and that the ANCHOR R RANCH is not responsible for the results of these stresses that could potentially cause injury, illness and/or loss of horse(s) by death. The HORSE OWNER fully understands and hereby acknowledges that ANCHOR R RANCH does not carry any insurance on any horse that is not owned by ANCHOR R RANCH, including, but not limited to, such insurance for boarding, or rehabilitation and Fitness or any other purposes, for which the horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horses or rehabilitation and Fitness, or for any other reason, for which the horse is in the possession of ANCHOR R RANCH EQUINE WELLNESS, are to be borne by the HORSE OWNER.

The HORSE OWNER is responsible for any and all damages, injuries, or loss of life caused by or to the HORSE while in the care, custody or control of the ANCHOR R RANCH EQUINE WELLNESS, to The HORSE OWNER, OWNER'S family members, and invitees or other handlers or agents appointed by them.

The HORSE OWNER is also responsible for accidents, injuries, and loss of life sustained by The HORSE OWNER, The HORSE OWNER'S family members, invitees, and agents caused by or in relation to The HORSE OWNER'S horse(s).

As The HORSE OWNER I agree that this waiver and all terms contained herein are governed exclusively and in all respects applicable Provincial and Federal Laws in which the "Equine Activities" are provided by the "ANCHOR R RANCH" I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta and Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein.

Signature_____

Signed this day of _____, 20_____.

Initial_____ By signing this waiver I confirm that I have had sufficient time to read and understand this waiver in its entirety. This waiver includes all horses on Form A and Appendix A(s). I understand that this agreement represents the entire agreement between myself and ANCHOR R RANCH and is binding on myself and my "Legal Representatives".

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Signature of

ANCHOR R RANCH Witness_____

Signed Date_____,20_____