



KIMBERLINN
farms

TRAINING AGREEMENT

THIS TRAINING AGREEMENT (the "Agreement"), entered into this ___ day of _____, 20___, is between _____ ("Owner"), residing at _____ and _____
Kimberlinn Farms, LLC ("Kimberlinn"), an Oregon limited liability company.

PURPOSE

- A. Kimberlinn is in the business of horse training, providing horseback riding instruction, horse sales and marketing, the exhibition of horses in competition, and other related services primarily at the equine boarding facility at which Kimberlinn operates its business ("Premises").
- B. Owner desires to hire and agrees to pay Kimberlinn to provide such services for Owner and/or Owner's horse described herein on the terms and conditions described herein.

TERMS

HORSE DESCRIPTION, OWNERSHIP WARRANTY, AND STATEMENT OF CONDITION: Owner hereby warrants that Owner is the lawful owner or lessee of the following horse/pony ("Horse"), and that Horse is free from any and all liens and encumbrances:

Registered Name: _____
 Show Name: _____
 Barn Name: _____
 Breed: _____
 Breed Registration No.: _____
 US Equestrian Federation No.: _____
 Age: _____
 Sex: _____
 Height: _____
 Color: _____
 Markings: _____

Owner further warrants that, as of the date of this Agreement, Horse has no known vices (such as cribbing or weaving) or undesirable or aggressive temperamental habits (such as biting, kicking, bucking, or rearing) except as described herein: _____

Kimberlinn reserves the right to terminate this Agreement effective immediately if Kimberlinn determines, in its sole discretion, that Horse is dangerous or potentially dangerous.

Owner further warrants that, as of the date of this Agreement, Horse is in good physical condition and free from any communicable diseases, allergies, sensitivities or other medical conditions, except as described herein: _____

Owner further warrants that Horse is current on all vaccinations, worming, and dental work as follows:

- Date and type of Horse's last worming: _____
- Date of Horse's last flu/rhino vaccination: _____
- Date of Horse's last tetanus vaccination: _____
- Date of Horse's last West Nile vaccination: _____
- Date of Horse's last strangles vaccination: _____
- Date of Horse's last Eastern/Western encephalitis vaccination: _____
- Date of Horse's last dental visit: _____

Owner must provide Kimberlinn with proof of Horse's vaccinations prior to arrival at the Premises. Kimberlinn reserves the right to require proof of Horse's vaccinations and worming as a condition of training Horse at the Premises.

HORSE INSURANCE: Owner represents and warrants that, as of the date of this Agreement, Horse is insured and valued as follows (check the appropriate box(es) and provide the information requested):

- Horse is not insured.*** Horse's approximate value is \$ _____
- Horse is insured with the coverage limits as follows:***
 - Mortality coverage \$ _____
 - Major Medical coverage \$ _____
 - Surgical coverage \$ _____
 - Loss of Use coverage \$ _____
 - Liability coverage \$ _____
 - Other coverage: _____ \$ _____
(Describe coverage)

Horse's approximate value is \$ _____

Insurance Information:

- Policy No.: _____
- Name of Insured/Beneficiary: _____
- Company Name: _____
- Emergency/Claims Phone No.: _____

Kimberlinn reserves the right to require proof of insurance for Horse as a condition of providing training and related services for Horse. If Horse's insurance coverage changes, lapses, or is otherwise terminated at any time during the term of this Agreement, Owner shall provide Kimberlinn with updated insurance information within ten (10) business days of such change, lapse, or termination.

TURNOUT AUTHORIZATION: *At Owner's request, turnout can be provided up to six (6) days per week as scheduling, availability, weather conditions, horse safety, and pasture/paddock conditions permit. All turnout presents potential hazards that may cause injury to or the death of Horse, including but not limited to acts of God;*

inclement weather; fencing; physical contact or altercations with other horses, including but not limited to biting, kicking, and running; rodent holes; and uneven, slippery, rocky, or otherwise irregular footing.

Owner hereby acknowledges that he/she (a) has inspected the Premises's pasture(s), paddock(s), fencing, and footing and finds them satisfactory, (b) authorizes Kimberlinn to provide turnout for Horse, and (c) knowingly, voluntarily, and expressly assumes all risks resulting from or arising out of turnout of Horse.

TRAINING AND INSTRUCTION PROGRAMS AND FEES:

Services and Fees: Kimberlinn offers the following horse training, horseback riding instruction, and horse care programs, each providing a different level of service at a specified rate. *Please note Kimberlinn is a show-oriented training program. Kimberlinn will make every reasonable effort to provide the same level of service to clients whose horse(s) do not attend shows with Kimberlinn; however, Kimberlinn cannot guarantee the same level of service, and no refunds will be provided. Please check the appropriate box for the desired training program:*

Full Training Program: Kimberlinn's Full Training Program includes the following services: (a) scheduling and oversight of veterinary and farrier services for Horse, including consultation with Owner and the veterinarian and farrier; (b) blanketing as provided herein; (c) oversight of Horse's feed and medication intake; (d) a combination of five (5) professional rides and/or riding lessons per week; and (e) show clips. *Kimberlinn's Full Training Program does not include grooming services; grooming can be provided for an additional fee. The fee for Kimberlinn's Full Training Program is set forth in Kimberlinn's current rate sheet, attached hereto and incorporated by reference as Exhibit A.*

Partial Training Program: Kimberlinn's Partial Training Program is available for clients leasing a horse from Kimberlinn subject to the terms and conditions of a separate lease agreement, and includes the following services: (a) scheduling and oversight of veterinary and farrier services for Horse, including consultation with Owner and the veterinarian and farrier; (b) blanketing as provided herein; (c) oversight of Horse's feed and medication intake; (d) two (2) riding lessons per week; (e) one (1) professional ride per week; and (f) show clips. *Kimberlinn's Full Training Program does not include grooming services; grooming can be provided for an additional fee. The fee for Kimberlinn's Partial Training Program is set forth in Kimberlinn's current rate sheet, attached hereto and incorporated by reference as Exhibit A.*

Lay Up Care Program: Kimberlinn's Lay Up Care Program is available for horses requiring at least one (1) month out of training due to health reasons, and includes the following services: (a) scheduling and oversight of veterinary and farrier services for Horse, including consultation with Owner and the veterinarian and farrier; (b) oversight of Horse's feed and medication intake, including administering medication; (c) hand-walking once daily; (d) daily wound care, if applicable; and (e) daily bandaging, if applicable. *No professional rides or riding lessons are included in the Lay Up Care Program. The standard fee for Kimberlinn's Lay Up Care Program is set forth in Exhibit A; however, the fee is subject to increase if Horse requires additional handling or care. If Owner has already pre-paid for Full Training when Horse requires Lay Up Care, the monthly fee will be pro-rated accordingly. When Horse's veterinarian determines Horse may return to training, then Horse will return to Kimberlinn's Full Training Program and Owner will be billed accordingly.*

Optional Services and Special Instructions for Horse: In addition to the programs and services set forth above, Kimberlinn may provide optional services. If such services are not included in the fee for Horse's training, these services are billed separately. *The fees for these optional services are set forth in Exhibit A.* Any and all optional services and/or special instructions for care requested by Owner are set forth in **Exhibit B** to this Agreement.

Rates Subject to Increase: Kimberlinn's rates for services as set forth in **Exhibit A** are subject to increase upon thirty (30) days written notice.

SHOW-RELATED SERVICES AND FEES:

Services: Kimberlinn offers a variety of services related to the exhibition of horses in hunter/jumper competitions. Kimberlinn's fees for show-related services are set forth in **Exhibit A**. *Unless otherwise provided, Kimberlinn's show-related services are provided for a fee in addition to any applicable training fees.* Kimberlinn's show-related services and fees consist of the following:

Trainer Day Fees: Kimberlinn's Trainer Day Fees include, but are not limited to, the following: (a) scheduling and oversight of horse transportation; (b) professional rides; (c) rider supervision and coaching; (d) warm-up area preparation and schooling; (e) consultation with Owner regarding appropriate competition schedules and selection of classes; (f) completion of all competition entries; (g) contracting for braiding and grooming services as needed; (h) ordering of bedding, feed, and other supplies as needed.

Grooming Fees: Kimberlinn's Grooming Fees include, but are not limited to, the following: (a) feeding and watering; (b) stall cleaning; (c) brushing and bathing; (d) blanketing; (e) lunging; (f) bandaging; (g) tacking up/untacking; (h) unbraiding, (i) ring-side assistance; (j) daily hand-walking up of to 15 min. per session; (k) any other services required to prepare Horse for competition.; (l) setting up and taking down of Kimberlinn's tack room(s) and grooming stall(s); and (m) transporting equipment. *Unless otherwise agreed, Owner shall be liable for Full Grooming Fees from the earlier of the date Kimberlinn's groom(s) and/or Horse leaves the Premises for a competition, and continue to accrue through and including the latter of the date Kimberlinn's groom(s) or Horse returns to the Premises from such competition.* If Kimberlinn and Owner agree, Owner may provide her/his own horse care-related grooming services at shows. If Owner provides her/his own horse care-related grooming services, Owner shall not be liable for the full amount of the Grooming Fees. **Kimberlinn's Day Fees are set forth in Kimberlinn's current rate sheet.**

Additional Show Expenses: Owner shall be liable for his/her horse's pro rata share of the following additional show expenses: (a) grooming supplies; (b) bedding; (c) feed; (d) tack room(s), feed room(s), and grooming stall(s), including landscaping and set-up supplies; and (e) trainer and staff expenses and hotel accommodations. *To determine Owner's pro rata share for "trainer split" expenses (i.e., trainer and staff per diem expenses, gasoline, and hotel accommodations and stalls for up to two (2) horses owned by Kimberlinn), Kimberlinn divides the total cost thereof equally among the total number of horses from Kimberlinn's program at the competition. To determine Owner's pro rata share of "show split" expenses (i.e., bedding, feed, expenses for tack room(s), feed room(s), and grooming stall(s)), Kimberlinn divides the total cost thereof equally among the total number of horses from Kimberlinn's program, including Imagination's Lane's own horse(s), at the competition. All "show split" expenses are paid directly to show management. If Kimberlinn advances payment for any additional show expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance, and shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice. Additional show expenses are calculated from the earlier of the date Kimberlinn's groom(s) and/or Horse leaves the Premises for a competition, and continue to accrue through and including the latter of the date Kimberlinn's groom(s) or Horse returns to the Premises from such competition. It is customary to tip grooms at the end of each show; a suggested tip amount is \$20/day.*

Other Show Costs and Expenses: Owner is liable for the following: (a) all costs associated with entering Horse in any competition, including class entry fees, stall fees, late fees, add/scratch fees, any and all US Equestrian Federation ("USEF") fees, any and all applicable membership fees for other horse show associations or governing bodies (i.e., OHJA, WSHJA, PCHA, FEI), and any all other fees charged by horse show management not specified herein; (b) all costs associated with braiding Horse for any competition; (c) all costs associated with transporting Horse to and from any competition; (d) all costs associated with veterinary treatment and medication of Horse at any competition; and (e) all costs associated with farrier services provided for Horse at any competition. Prior to each horse show in which Horse competes, Owner shall provide Kimberlinn with checks for the following services: (1) hauling, if Kimberlinn is hauling Horse, for the applicable hauling fee; (2) open check, payable to the horse show management, for any unpaid horse show costs and expenses; (3) open check for the braider, if applicable; (4) open check for the farrier; (5) open check for the veterinarian; and (6) open check for videographer, if requested. *If Kimberlinn advances payment for such expenses, Kimberlinn*

reserves the right to charge a \$50.00 service fee per advance, and shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice.

Horse Show Deposits and Payment to Kimberlinn: Unless otherwise agreed, no deposit is required for show within the Pacific Northwest. However, Kimberlinn reserves the right to require a deposit at least one (1) week prior to each show in which Horse competes as follows: (a) up to \$1,000.00 for California shows; and (b) for any and all other shows, consult with Kimberlinn. Such deposit shall be credited to Owner's bill for Kimberlinn's services at that competition. Within two (2) weeks following the conclusion of each competition at which Horse is exhibited, Kimberlinn shall present an invoice to Owner that includes the following fees and costs, as applicable, due to Kimberlinn associated with exhibiting Horse at such competition: (1) day fees; (2) full grooming fees; (3) additional show expenses; and (4) other show costs and expenses for which Kimberlinn has advanced payment on Owner's behalf. The balance due shall be paid within seven (7) days of receipt of Kimberlinn's invoice. *Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if payment is not received within ten (10) days of Owner's receipt of the invoice.*

Medication at Horse Shows: Kimberlinn recommends that Owner purchase his/her own medication for Horse for use at competitions as prescribed by Horse's veterinarian, including bute, banamine, Legend, Adequan, and/or other medications as may be recommended by Horse's veterinarian. If Owner does not provide adequate own medication for Horse (i.e., Horse's prescription runs out while attending a show), then any medication(s) for Horse supplied by Kimberlinn to medicate Horse as prescribed by Horse's veterinarian will be billed to Owner on an individual basis.

Rates Subject to Increase: Kimberlinn's rates for show-related services and show deposits are subject to increase upon thirty (30) days prior written notice.

Prize Money: Unless otherwise agreed, Kimberlinn is not entitled to any prize money Horse wins in competition. All prize money shall be Owner's.

SALES AND LEASE SERVICES AND FEES:

Marketing, Travel, and Other Sales- and Lease-Related Expenses: Owner is liable for all marketing, travel, and other sales- and lease-related out of pocket expenses incurred by Kimberlinn in while acting as Owner's agent in the purchase, sale, or lease of any horse. If multiple clients are looking for horses to buy or lease on the same trip, Kimberlinn will split all marketing and travel expenses by the number of clients involved with such trip and bill the client(s) accordingly. *If Kimberlinn advances payment for such expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance, and Kimberlinn shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice.*

Pre-Purchase Examination Expenses: *Kimberlinn highly recommends that Owner have a veterinarian conduct a reasonably comprehensive pre-purchase examination prior to purchasing or leasing any horse.* Owner is liable for all expenses associated with conducting a pre-purchase examination by any veterinarian or farrier in connection with the purchase or lease of any horse for which Kimberlinn acts as Owner's agent. Kimberlinn shall schedule and oversee the appointments for such veterinary and farrier services, including consultation with Owner and the veterinarian and farrier. *If Kimberlinn advances payment for such expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance, and shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice.*

Purchase, Sale, or Lease Commission: Owner shall pay Kimberlinn a commission for acting as Owner's agent in the purchase, sale, or lease of any horse as provided in **Exhibit A**. If Kimberlinn acts as agent for both parties to the transaction (i.e., a sale or lease within the barn), Owner shall pay Kimberlinn one-half of

Kimberlinn's commission for acting as Owner's agent in the purchase, sale, or lease of any horse. Kimberlinn's commission shall be in addition to the applicable purchase, sale, or lease price, and Owner shall pay Kimberlinn's commission *in full* within five (5) days of Kimberlinn's invoice.

TRAINING & INSTRUCTION DISCLAIMER: Kimberlinn makes no representations or warranties as to the potential of Horse, or Owner or the rider of Horse, to achieve success in the hunter, jumper, and/or hunt seat equitation disciplines. To the extent Kimberlinn has evaluated the Horse, it has done so solely for its own benefit and Owner shall not under any circumstances rely on the opinions or evaluation of Kimberlinn in determining Horse's worth, potential, suitability as a competition prospect, or any other matter whatsoever. Kimberlinn further makes no representations or warranties as to the level of training Horse, Owner, or the rider of Horse may be able to achieve. Owner hereby recognizes and acknowledges that Horse's success or failure may be the result of conditions outside of Kimberlinn's control, such as physical limitations and conditions, injuries and illnesses, Horse's disposition, and the like. *If Owner is not satisfied with (a) Kimberlinn's training of Horse or the level of its achievement, (b) Kimberlinn's instruction of Owner, or (c) Kimberlinn's instruction of the rider of Horse, if someone other than Owner receives instruction from Kimberlinn on or otherwise rides Horse, then Owner's sole remedy shall be to terminate this Agreement in accordance with the terms hereof.*

OWNER'S RESPONSIBILITY FOR HORSE'S BEHAVIOR: OWNER IS SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF HORSE WHILE HORSE IS AT THE PREMISES OR IN THE CARE, CUSTODY, AND CONTROL OF KIMBERLINN OR ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, OR AGENTS. *Kimberlinn reserves the right to refuse to handle Horse if Horse is acting in an unsafe or dangerous manner. Owner is responsible for handling Horse and alleviating such unsafe or dangerous behavior. If Kimberlinn, in its sole discretion, determines Horse is uncooperative and/or requires special handling, Kimberlinn reserves the right to charge Owner for any and all time spent by Kimberlinn's owners, employees, trainers, agents, or representatives with Horse. For each session required, Kimberlinn shall charge, and Owner agrees to pay, the same rate Kimberlinn charges for an individual professional ride. Further, Kimberlinn reserves the right to terminate this Agreement at any time and effective immediately if Kimberlinn determines, in its sole discretion, that Horse is dangerous or potentially dangerous.*

MICROCHIPPING: Since December 1, 2017, all horses showing in USEF competition have been required to be microchipped. Kimberlinn will arrange for microchipping of all client horses competing in USEF competitions that are not already microchipped.

OWNER'S RESPONSIBILITY FOR CARE AND MAINTENANCE OF HORSE: At Owner's expense, Owner shall:

- Immediately and appropriately treat or have treated any communicable disease that Horse may develop;
- Vaccinate Horse at least annually for the following communicable diseases: (a) Influenza; (b) Rhinopneumonitis; (c) Tetanus; (d) West Nile Virus; (e) Eastern/Western Encephalitis; and (f) Strangles.
- Deworm Horse every eight (8) to twelve (12) weeks;
- Provide routine and emergency veterinary care as may be required for the health, well-being, and benefit of Horse;
- Provide hoof care as may be required for the health, well-being, and benefit of Horse; and
- Provide Horse with any and all medications as recommended by Horse's veterinarian, including any medications recommended for shows.

VETERINARY, ALTERNATIVE THERAPY, FARRIER, AND HAULING SERVICES:

Veterinary and Dental Services: As set forth in **Exhibit D**, Owner hereby expressly authorizes Kimberlinn to contract with a qualified veterinarian to provide Horse veterinary and dental care as may be required for Horse's health, well-being, and benefit, including but not limited to: (1) regular vaccinations, deworming, dental worming, and other routine veterinary care, including prescribed medications; and (2) any and all reasonable and necessary emergency veterinary and dental care. Kimberlinn primarily uses the veterinary services of Dr. Lisa Campbell and the dental services of Dr. David Klugh. If Owner's preferred veterinarian is

unavailable, Kimberlinn is expressly authorized, but not obligated, to secure the services of a veterinarian from another veterinary clinic(s).

Alternative Therapy Services: Kimberlinn agrees to obtain Owner's verbal authorization prior to contracting with anyone to provide Horse with any of the following alternative therapeutic treatments: (1) massage therapy; (2) chiropractic evaluation and adjustment; and (3) acupuncture. Kimberlinn's authority is expressly limited to contracting with appropriately certified professionals to provide such services. Kimberlinn primarily uses the chiropractic services of Dr. Mike Salewski.

Farrier Services: Owner hereby expressly authorizes Kimberlinn to contract with a qualified farrier to provide Horse with appropriate farrier services. Kimberlinn primarily uses the farrier services of Jason Smith.

Hauling Services: Owner hereby expressly authorizes Kimberlinn, or contract with a qualified horse transportation provider, to transport Horse to (a) horse shows, (b) riding and training clinics, (c) veterinary treatment facilities, or (d) when otherwise reasonably necessary for Horse's health and well-being. ***Kimberlinn's current hauling rates are set forth in Exhibit A. A Hauling and Release Agreement is attached hereto as Exhibit E.***

Payment for Veterinary, Alternative Therapy, Farrier, and Hauling Services: Owner is liable for any and all costs and expenses for veterinary, alternative therapy, farrier, and transportation services for Horse, whether routine or arising out of or resulting from unusual or emergency circumstances. ***Kimberlinn is hereby expressly authorized to arrange direct billing to Owner for such services. If Kimberlinn advances payment for such expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance, and shall present an invoice to Owner reflecting the balance due, which shall be paid upon receipt. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if Kimberlinn is not paid within ten (10) days of Owner's receipt of Kimberlinn's invoice.***

REQUIRED AND RECOMMENDED EQUIPMENT:

Horses in Full or Partial Training Program: At Owner's expense, Owner shall provide Horse with the following equipment and properly fitting tack: (a) saddle; (b) bridle; (c) girth; (d) discipline-appropriate martingale; (e) leather halter with name plate/tag and lead; and (f) heavy and medium height stable, stable sheet, and rain sheet as determined by Kimberlinn, with labels and/or monogrammed required. Kimberlinn also recommends that Owner provide properly fitting fly sheets, fly masks, and coolers. Owner is responsible for all cleaning, repairs, and replacement of all horse clothing, tack, and equipment.

Show Equipment: In addition to the equipment and tack listed above, Kimberlinn recommends Owner purchase the following equipment and tack for horse shows: (a) tack trunk, in Kimberlinn colors preferred, with cover and stand; (b) trunk cover, monogrammed in Kimberlinn colors preferred; (c) leather shipping halter with name plate/tag; (d) show ring boots (if discipline appropriate); (e) show saddle pad(s) appropriate for the discipline(s) in which Horse competes; (f) show scrim, in Kimberlinn colors and monogrammed preferred; (g) Back on Track leg wraps; and (h) black stable bandages, monogrammed preferred.

Other Supplies: Owner is liable for the cost of any additional equipment and supplies, including any feed and veterinary supplements, that Owner chooses to provide for Horse.

KIMBERLINN'S RULES: Kimberlinn desires to maintain an atmosphere that is safe and pleasant for all owners and their horses. With that understanding, Owner agrees to abide by the rules and safety warnings set forth in **Exhibit C** to this Agreement at all times while Horse is in Kimberlinn's horse training and/or riding instruction program, and any additional rules and safety warnings given by Kimberlinn's owners, employees, representatives, trainers, and agents from time to time. By executing this Agreement, Owner acknowledges receipt and acceptance of Kimberlinn's rules. **FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT.**

PAYMENT, GRANT OF SECURITY INTEREST, AND RIGHT OF POSSESSORY LIEN:

Method of Payment: Payment shall be in cash, negotiable check or via credit/debit card or Venmo payable to “Kimberlinn Farms, LLC.” In the event any payment is returned to Kimberlinn for insufficient funds or is otherwise non-negotiable, Kimberlinn shall charge and Owner agrees to pay a \$35 fee in addition to any and all applicable charges that may be due. *For all card transactions, Kimberlinn reserves the right to charge a three percent (3.0%) convenience fee in addition to the amount due.*

Payment for Training and Instruction: Payment of (a) Horse’s first month training and/or instruction, plus (b) any applicable optional charges as requested in **Exhibit B** is due immediately upon Horse’s arrival at the Premises. If Horse arrives at the Premises on a date other than the first of the month, the first month’s training shall be prorated accordingly. Each month, Owner shall pay Kimberlinn in full for all training and/or instruction and applicable optional services by the 1st of the month. **TIME IS OF THE ESSENCE.** If the amount due is not paid by the 1st of the month, then Kimberlinn shall charge and Owner agrees to pay a \$25 late fee in addition to such charges. *If payment for training and/or instruction, and any and all applicable optional services, late charges, and returned check charges is not received by the 5th of the month, Owner shall be in material breach of this Agreement, Owner shall grant to Kimberlinn a security interest in Horse for any and all unpaid amounts due, and this Agreement shall constitute a financing statement and security agreement between Owner and Kimberlinn. Further, any unpaid balance more than thirty (30) days past due shall accrue interest at the rate of eighteen percent (18.0%) per annum.*

Payment for Show-Related and Care-Related Services: As noted above, Owner shall pay any and all show-related fees and expenses, and reimburse Kimberlinn for any and all veterinary, alternative therapy, farrier, and transportation expenses, within five (5) days of the date of Kimberlinn’s invoice. **TIME IS OF THE ESSENCE.** *If Kimberlinn advances payment for such expenses, Kimberlinn reserves the right to charge a \$50.00 service fee per advance. Kimberlinn reserves the right to charge Owner a ten percent (10%) service charge if payment is not received within ten (10) days of Owner’s receipt of Kimberlinn’s invoice. If payment is not timely, Owner shall be in material breach of this Agreement, Owner shall grant to Kimberlinn a security interest in Horse for any and all unpaid amounts due, and this Agreement shall constitute a financing statement and security agreement between Owner and Kimberlinn. Further, any unpaid balance more than thirty (30) days past due shall accrue interest at the rate of eighteen percent (18.0%) per annum.*

Payment of Commissions & Related Expenses: Owner shall pay Kimberlinn’s commission and reimburse Kimberlinn for sales- and lease-related expenses as noted above within five (5) days of the date of Kimberlinn’s invoice. **TIME IS OF THE ESSENCE.** *If payment thereof is not timely, Owner shall be in material breach of this Agreement, Owner shall grant to Kimberlinn a security interest in any horse purchased or sold by Owner for any and all unpaid amounts due, and this Agreement shall constitute a financing statement and security agreement between Owner and Kimberlinn. Further, any unpaid balance more than thirty (30) days past due shall accrue interest at the rate of eighteen percent (18.0%) per annum.*

Notice of Statutory Lien: Owner is hereby on notice that Oregon law provides Kimberlinn with a right of lien for the amount due Kimberlinn for feeding, transporting, storing, pasturing, caring for, providing services for, supplying materials for or performing labor on Horse, and Kimberlinn has the right, without process of law, to retain possession of Horse until all indebtedness owed to Kimberlinn is discharged. If such indebtedness is not discharged within thirty (30) days, Kimberlinn has the right to foreclose on its lien and dispose of Horse at public auction in accordance with Oregon law. *This Agreement is in addition to, and shall not restrict or otherwise limit, Kimberlinn’s possessory lien rights and remedies arising under ORS §§ 87.152 and 87.226.*

Removal of Horse from Premises: Owner understands and agrees that Horse will not be removed for any reason from the Premises without prior written permission of Kimberlinn until Owner’s account is paid in full.

Abandonment of Horse and Property at Premises: Ninety (90) days after termination of this Agreement, if Horse and/or Owner's tack, blankets, grooming supplies, and other horse-related personal property remains on the premises, Horse and/or Owner's personal property shall be deemed abandoned and become Kimberlinn's exclusive property. Kimberlinn may then dispose of Horse and/or Owner's tack, blankets, grooming supplies, and other horse-related personal property in any manner Kimberlinn, in its sole discretion, deems appropriate.

STORAGE OF HORSE TACK AND OTHER PERSONAL PROPERTY: The Premises will provide Owner with a secure place in the community tackroom for one saddle, one girth, one bridle, and one martingale per horse. Owner is required to keep any and all additional equipment in a tack trunk(s). Owner is permitted to keep one tack trunk in the community tackroom. In addition to storing tack and equipment in the tack room and/or in trunks, Owner may store horse blankets and other equipment in one covered, plastic bin in the blanket room. *As consideration for such permission and as set forth herein, Owner shall release, hold harmless, defend, and indemnify Kimberlinn and its owners, employees, agents, trainers, and representatives, or any of them, from any and all claims for money damages or otherwise for any theft, damage, unauthorized use, or other loss related to such property.*

WARNING, RISK OF LOSS, AND AGREEMENT OF RELEASE: Owner understands that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, collide with objects, collide with other horses, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause injury and/or death to itself, other horses, property, and/or PEOPLE. Owner further understands that, despite prudent handling, training, and care, any horse can be injured and/or die at any time, through no fault of its handler, trainer, or caregiver.

BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY ASSUMES ALL RISK OF LOSS RELATED TO HORSE, AND ANY AND ALL TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY ON THE PREMISES. KIMBERLINN AND ITS OWNERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, OR ANY OF THEM, SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO OWNER'S HORSE, TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO LOSS BY FIRE, THEFT, RUNNING AWAY, DISEASE, ACCIDENT, DEATH, OR KIMBERLINN'S ACTS OF NEGLIGENCE. OWNER UNDERSTANDS THAT AS A CONDITION OF KIMBERLINN PROVIDING TRAINING SERVICES FOR HORSE, RIDING INSTRUCTION SERVICES ON HORSE, AND/OR TRANSPORTATION SERVICES FOR HORSE, OWNER VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ALL RISKS THAT MAY RESULT THEREFROM.

OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF HORSE WHILE HORSE IS AT THE PREMISES, OR IN THE CARE, CUSTODY, AND CONTROL OF KIMBERLINN OR ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, OR AGENTS. OWNER SHALL BE SOLELY RESPONSIBLE FOR HIS/HER ACTS AND BEHAVIOR, AND THE ACTS AND BEHAVIOR OF HIS/HER GUEST(S), CHILDREN, AND OTHER RELATIVES, AT ALL TIMES WHILE AT THE PREMISES AND WHILE ATTENDING OR PARTICIPATING IN ANY HORSE SHOW(S) WITH KIMBERLINN.

OWNER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT OF RELEASE, OWNER KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVES HIS/HER RIGHT, AND THAT OF HIS/HER REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM KIMBERLINN AND ITS OWNERS, EMPLOYEES, REPRESENTATIVES, TRAINERS, AND AGENTS, OR ANY OF THEM, FOR ANY HARM OR INJURY TO OR THE DEATH OR LOSS OF HORSE, OR DAMAGE OR LOSS OF TACK, EQUIPMENT, VEHICLES, AND OTHER PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT.

INDEMNIFICATION AND ATTORNEY'S FEES: *Owner agrees to indemnify, defend, and hold harmless Kimberlinn and its owners, members, shareholders, employees, representatives, trainers, and agents, or any of them, from any and all claims, damages, harm, fines, or loss sustained or suffered, including but not limited to any and all property damage or loss beyond ordinary wear and tear, by reason of (a) Kimberlinn providing training services for Horse and/or riding instruction services for Owner, (b) Kimberlinn's trainers, or any of them, serving as "Trainer" and/or "Coach", as defined by USEF Rules, for Horse and/or Owner at horse shows, and (c) any claims, damages, harm, fines, loss or injuries whatsoever arising out of the acts and behavior of, or in any way relating to, Horse, Owner, and/or Owner's guest(s), children, and other relatives.* In the event litigation is commenced to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

TERM AND TERMINATION OF THIS AGREEMENT: The term of this Agreement shall be month-to-month, and shall automatically renew each month unless prior written notice of termination is provided. Either party may terminate this Agreement upon thirty (30) days prior written notice. The termination date of this Agreement shall be thirty (30) days after written notice of termination is provided. Notwithstanding the foregoing, if Kimberlinn determines, in its sole discretion, that (a) Horse is dangerous, potentially dangerous, or presents an extreme risk to people or other horses located at the Premises, (b) Owner has violated Kimberlinn's rules or failed to abide by safety warnings, (c) Owner is hindering or otherwise interfering with Kimberlinn's business, or (d) Owner is engaging in actions or activities that endanger Owner, Horse, or any other person or horse located at the Premises, then this Agreement shall terminate effective immediately and Owner shall have forty-eight (48) hours to pay all charges and fees due and remove Horse from the Premises. Upon written notice of termination, Kimberlinn shall present Owner with a final accounting of all charges and fees due to Kimberlinn through the termination date. *Kimberlinn shall have a security interest in and/or lien on Horse to the extent permitted under and in accordance with Oregon law. Unless otherwise agreed by Kimberlinn in writing, payment of all amounts due Kimberlinn must be made in full before Horse is released to Owner and can be removed from the Premises.*

BINDING EFFECT: Owner and Kimberlinn agree that execution of this Agreement is binding upon each party and their respective representatives, successors, heirs, and assigns. Owner intends this Agreement to be as broad and inclusive as permitted under Oregon law. OWNER FURTHER INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW.

PARTIES TO THIS AGREEMENT: All persons having a leasehold, possessory, or ownership interest in Horse shall sign and be parties to, and bound by the terms of, this Agreement.

GOVERNING LAW AND CHOICE OF VENUE: The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Oregon. Any legal action to enforce this Agreement shall be brought in the Circuit Court of Clackamas County, Oregon.

DEFAULT: Upon material breach of this Agreement by a party, the non-breaching party may terminate this Agreement without further notice.

WAIVER: Waiver by either party of strict performance of any of the provisions of this Agreement must not be construed as or constitute a waiver of that party's right to subsequently require strict performance of the same or any other provision of this Agreement. No provision of this Agreement may be waived except by a written instrument duly executed by both parties.

SEVERABILITY: In the event a court of appropriate jurisdiction deems any provision of this Agreement to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

HEADINGS: The headings and captions in this Agreement are only for the convenience of the parties and must not be considered in construing the provisions of this Agreement.

ENTIRE AGREEMENT: This Agreement constitutes the complete and entire agreement between Kimberlinn and Owner. Any modifications or additions to this Agreement must be in writing and signed by Kimberlinn and Owner.

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

I have read and understand this Agreement and agree and consent to its terms and conditions.

OWNER

KIMBERLINN FARMS, LLC

Name (Print): _____

Signature: _____
(Parent/guardian's signature if Owner's under 18)

By: Tracey Whelan
Its: Member

Parent/Guardian Name (Print): _____

Mailing Address: _____

Physical Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Emergency Contact: _____

Other persons with a leasehold, possessory, or ownership interest in Horse:

(Signature)

(Printed Name)

Address: _____

Phone #'s: _____

(Signature)

(Printed Name)

Address: _____

Phone #'s: _____

(Signature)

(Printed Name)

Address: _____

Phone #'s: _____



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CURRENT RATE SHEET
Exhibit A

Training-Related Services:

Full Training	\$675/mo.
Partial Training	\$350/mo.
Lay-Up Care	\$450/mo.
Individual Riding Lesson	\$70/lesson
Individual Professional Ride	\$75/ride

Show-Related Services:

Day Fees – horses in <i>Full</i> Training	\$50/day per <i>horse</i>
Day Fees – horses in <i>Partial</i> Training	\$75/day per <i>horse per client</i>
Day Fees – horses that are neither in Full nor Partial Training	Consult with Kimberlinn
Horse Lease	Consult with Kimberlinn
Grooming Fees	Consult with Kimberlinn - Market rate
Mane Braiding	Market rate (paid to braider)
Tail Braiding	Market rate (paid to braider)
Other Show expenses (incl. tack room set up, shavings, hay, landscaping supplies, etc.)	Market rate, divided equally among <i>horses</i> at show (<i>excluding Kimberlinn's own horses</i>)
Trainer & Staff Expenses & Hotel Accommodations	Market rate, divided equally among <i>horses</i> at show (<i>excluding Kimberlinn's own horses</i>)

Show Deposits:

Deposit Due for Pacific Northwest shows	N/A
Deposit Due 1 week in advance for California shows	\$1,000 max/show
Deposit Due 1 week in advance for all other shows	Consult with Kimberlinn

Miscellaneous Services & Fees:

Hauling	Market rate (may be contracted with 3 rd party hauler)
Body Clipping	Market rate
Additional grain and/or supplements	Market rate

Sale, Purchase & Lease Commissions and Charges:

If Kimberlinn Represents 1 Client/Party	10.0%, regardless of price
If Kimberlinn Represents Both Clients/Parties	15.0% (7.5% per client), regardless of price
Marketing, Travel, and Advertising Expenses	Market rate



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OPTIONAL SERVICES AND SPECIAL INSTRUCTIONS
Exhibit B

Owner Name: _____

Horse Name: _____

The following list provides several optional services for horses in Kimberlinn’s training program. These options are available at Owner’s discretion. Some options are provided at no additional charge, while other options are provided for a fee in addition to the standard board fee.

If you are interested in any of the following optional services, please fill out this page and return it to Kimberlinn with your signed Training Agreement. Please note that fees are subject to change based upon market fluctuations and other factors. *All applicable fees are due on the first of the month in addition to payment of Horse’s training payment. **The fees for these optional services, if they are not included in Horse’s training program, are provided on Exhibit A.***

- ❖ *Feed Supplements* - Kimberlinn will feed additional supplements at Owner’s request and at an additional cost to Owner. Kimberlinn reserves the right to confirm that Horse’s veterinarian and/or farrier recommend such supplement(s) and the appropriate dosage thereof before feeding it/them.
- ❖ *Body Clipping* – Body clipping services for Horse are available

Owner hereby requests and agrees to pay for the following additional service(s):

Service(s) Requested:	Applicable Fee:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SPECIAL INSTRUCTIONS/CARE: In addition, or as an alternative, to the services provided in the Training Agreement and this **Exhibit B**, Owner and Kimberlinn agree to the following special instructions regarding Horse’s care: _____



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KIMBERLINN RULES
Exhibit C

**NOTE: FAILURE TO ABIDE BY THESE RULES MAY RESULT IN IMMEDIATE
TERMINATION OF THIS AGREEMENT**

TO THE EXTENT ANY SPECIFIC RULE AT THE PREMISES IS MORE RESTRICTIVE THAN ONE SET
FORTH BELOW, THE FACILITY'S MORE RESTRICTIVE RULE SUPERSEDES THE SPECIFIC RULE
BELOW

- Regular barn hours are 8am - 8pm. The barn will be closed up by 10pm and horses tucked in. If you are out after 8 pm, you are responsible for making sure everything is closed up. Please be respectful at odd hours because people live and sleep on the Premises.
- Kimberlinn's liability releases must be signed for anyone on the Premises – releases available from Kimberlinn
- No non-boarded horses may be on the Premises without prior approval from Kimberlinn
- No guests on the Premises unless accompanied by a boarder or Kimberlinn staff
- Boarders are responsible for the behavior and safety of their guests
- Only horse owners and lessees may ride and handle horse on the Premises without prior approval from Kimberlinn
- No riding in the barn aisle or stalls
- Notify Kimberlinn immediately regarding any accidents or injuries to horses or humans
- Notify Kimberlinn immediately of any damage, maintenance, or repair issues concerning the Premises, including but not limited to fencing, plumbing, footing, or stalls
- Shoes are required at all times on the Premises. Close-toed shoes or boots are required at all times when handling a horse.
- All riders must wear an ASTM/SEI approved helmet and boots with a defined heel at all times when mounted.
- Loud noises, boisterous play, or running on the Premises is prohibited
- Negative comments, badmouthing, or gossip about Kimberlinn, Madkat Equine, the Premises, Quiet Rein, Quiet Rein Riding School, and its/their respective boarders and clients and their horses, will not be tolerated, including but not limited to posts on social media, and any and all social media posts pertaining to any of these individuals, entities, or horses must be approved by Kimberlinn before posting
- No unauthorized use of farm equipment at any time
- You must notify Kimberlinn in writing if your horse(s) will be leaving the Premises for any reason, and when they are expected to return, including for day trips (clinic, show, veterinary appointment, trail ride, beach trip, etc.). Kimberlinn will conduct a temperature check and confirm your horse's vaccination status upon its return. Kimberlinn

reserves the right to quarantine any horse that has left the Premises for 14 days upon its return, or as recommended by Horse's veterinarian.

- Please park facing the grass and do not block barn or arena doors
- No dogs are permitted on the Premises without prior written approval from Kimberlinn
- The Premises is a tobacco-free facility. Smoking or use of other tobacco products is not permitted ANYWHERE on the Premises.
- ALWAYS close ALL gates
- Children under 18 must be supervised by a responsible adult at all times, unless such child's parents receive prior permission from Kimberlinn
- Adult riders in training with a trainer on the Premises, but riding outside of their assigned lesson time(s), must have another adult with a cell phone with them at all times
- Do not handle or feed any horse without express permission from its owner
- The arena is open to all boarders at all times except for posted events. If a clinic or show is being held it will be posted well in advance. Riders and horses must share the arena(s) with other trainers and boarders; check with Kimberlinn to confirm the schedule to determine who has priority on which days
- Please practice good arena etiquette. Call fences, even if in a lesson, pass left shoulder to left shoulder, yield to more advanced movements
- Mounted work takes precedence over ground work
- No lunging by anyone other than trainers and staff without prior approval from Kimberlinn
- Unsupervised turnout in the arena is NEVER permitted.
- No jumping is allowed unless in a lesson supervised by Kimberlinn trainer(s) their respective staff
- Please keep the barn aisle clear and the front of your stall tidy
- Clean up after yourself, including picking up manure as soon as it happens in cross ties, wash stall, arena and gravel areas. Sweep up the crossties when you are finished grooming. Halters may be hung on cross tie hooks while riding. Please do not leave them on the floor
- Horses are not to be left unattended in the aisle or in the wash rack
- All tack and equipment must be put away when finished
- Do not borrow tack, equipment or products without express permission from their owner
- All horses must have a breakaway halter with either a halter plate or bridle tag- this makes it easier for us to identify which halter goes with what horse.
- Horse laundry facilities are available for use by trainers and their staff ONLY – if you have any horse items you would like laundered, please notify your trainer



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EQUINE VETERINARY TREATMENT AUTHORIZATION
Exhibit D

Horse's Name: _____

Horse's Birth Date/Age: _____

Horse's Known Medical Conditions: _____

I hereby warrant that I am the lawful owner, agent, or lessee of the horse ("Horse") identified above.

By signing this authorization ("Authorization"), I hereby knowingly, voluntarily, and expressly authorize Kimberlinn Farms, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, to authorize veterinary care and transportation for Horse. This Authorization includes, but is not limited to obtaining:

- (a) Any and all veterinary care that, in the sole discretion of Kimberlinn Farms, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse;
- (b) Emergency veterinary treatment services;
- (c) Veterinary surgery;
- (d) Administration of oral, intra-muscular, and subcutaneous injectable medication under the supervision or direction of a veterinarian;
- (e) Administration of intravenous medication in the event of emergency under the supervision or direction of a veterinarian if a veterinarian is unable to administer such medication in a timely manner;
- (f) Any and all other appropriate care that, in the sole discretion of Kimberlinn Farms, LLC's owners, members, shareholders, employees, agents, representatives, and trainers, or any of them, is reasonably necessary for the health and welfare of Horse; and
- (g) Transportation services related to any and all such care as described above.

Notwithstanding the foregoing, this Authorization expressly (please check the appropriate box):

- EXCLUDES euthanization of Horse***
- INCLUDES euthanization of Horse, if a veterinarian recommends euthanization and Horse's owner or a designated representative cannot be reached within 60 minutes of such recommendation***

I further knowingly, voluntarily, and expressly authorize Kimberlinn Farms, LLC's owners, members, shareholders, employees, agents, and representatives, or any of them, to communicate directly with any and all veterinarians who have provided or are providing veterinary services, including but not limited to examination, diagnosis, and treatment, for Horse for any reason regarding all aspects of Horse's care, treatment, and/or rehabilitation.

I agree to pay for all costs and expenses associated with the veterinary care, treatment, and related services provided to Horse as set forth above, including but not limited to reimbursing Kimberlinn Farms, LLC's owners, members, shareholders, employees, agents, and representatives, or any of them, that are incurred on behalf of Horse.

Signature: _____

Date: _____

Owner/Agent/Lessee (Print): _____



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HAULING AND RELEASE AGREEMENT
Exhibit E

Horse's Name: _____

Owner/Lessee/Agent Name(s): _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

In case of emergency while hauling, please notify:

Name: _____

Address: _____

Phone (H): _____ Phone (W): _____ Phone (C): _____

I warrant that I am the lawful owner, lessee, or agent of the lawful owner(s) or lessee(s) of the horse ("Horse") identified above.

I understand and acknowledge that transporting horses presents potential risks to their safety, health and well-being, including but not limited to injury or death resulting from motor vehicle accidents; injury or death from slipping, falling, kicking, or colliding with objects or horses within the horse trailer, and while loading into or unloading from the horse trailer; respiratory infection and/or illness; colic; and other potentially permanent injury, illness, damage, or death. I further understand and acknowledge that transporting my personal property presents risk of damage and or loss. I further understand and acknowledge that Kimberlinn Farms, LLC ("Kimberlinn") strongly recommends that I obtain insurance for Horse and my personal property covering losses caused by, resulting from, or associated with all such risks. With this knowledge, I hereby authorize Kimberlinn and its owners, employees, agents, trainers, and representatives, or any of them, to transport Horse and/or my personal property, and to contract with a third party to transport Horse and/or my personal property.

I UNDERSTAND THAT AS A CONDITION OF KIMBERLINN TRANSPORTING, OR CONTRACTING WITH A THIRD PARTY TO TRANSPORT, HORSE AND/OR PERSONAL PROPERTY, HORSE AND/OR PERSONAL PROPERTY, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL RISK THAT MAY RESULT THEREFROM.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT(S), AND THAT OF MY

REPRESENTATIVE(S), TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM KIMBERLINN AND ITS OWNERS, EMPLOYEES, AGENTS, TRAINERS, AND REPRESENTATIVES, OR ANY OF THEM, FOR ANY INJURY TO OR THE DEATH OF MY HORSE, OR DAMAGE TO MY PERSONAL PROPERTY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF TRANSPORTING MY HORSE AND/OR PERSONAL PROPERTY. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE AND EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT.

Kimberlinn shall notify me as soon as circumstances reasonably permit if Horse becomes ill, is injured, or dies during or as a result of transportation, whether on or off the horse trailer. If I cannot be reached and Horse requires immediate medical attention, Kimberlinn and its owners, members, shareholders, employees, agents, trainers and representatives, or any of them, are expressly authorized to take any measures reasonably necessary, in Kimberlinn's sole discretion, to maintain the safety, welfare, and health of Horse. I shall be liable for any and all costs, expenses, and fees incurred as a result of care for Horse, and Kimberlinn shall have no liability for such costs, expenses, or fees.

I agree that my execution of this agreement of release is binding upon me and/or my representative, and that Kimberlinn and its owners, employees, agents, trainers and representatives, or any of them, shall not be liable for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property. I agree to indemnify, defend, and hold harmless Kimberlinn and its owners, employees, agents, trainers and representatives, or any of them, for any and all injury, damage, or harm to or the illness, loss, or death of Horse and/or my personal property, and for any and all injury, damage, harm, loss, or death caused by Horse and/or my personal property. This promise of indemnity includes attorneys' fees and costs incurred in defending against any claims by me.

I intend this agreement of release to be as broad and inclusive as permitted under Oregon law, and to continue in full force and effect unless and until terminated by me in writing. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Signature: _____

Date: _____

Owner/Lessee/Agent Name (Print): _____

Signature: _____

Date: _____

Owner/Lessee/Agent Name (Print): _____