

Colt Starting Agreement form



SAM CAPORN - HORSEMAN

25614 South Western Hwy,
YORNUP WA 6256 Australia

enquiries@samcaporn.com.au

+61 410 494 381

ABN 837 371 685

Jarrah Valley Equine
BSB 036-087 Acc 529 656

Name: _____

Phone Number: _____ email: _____

Please print, complete and Post the hardcopy well before the start of your horses training, to ensure your position.

Our Colt Starting Program runs during the Summer; Sam will only accept four horses per intake

**subject to change without notice*

Intake 1: December

Intake 2: January

Intake 3: February

(Please circle the intake above you wish to book)

FEES

A 25% deposit of total fees will be payable to secure your position on the Colt Starting Program prior to receiving your horse for training. During the program payments of \$468.75 are payable each Friday of every week.

BREAKDOWN OF COSTS

Colt Start Program 4 weeks	Four Weeks	\$2,100.00
Agistment Fees	Four Weeks	\$ 200.00
Compulsory Handover Clinic	Two Days	\$ 200.00
Total Fees		\$2,500.00
<u>RECEIPT DETAIL RECORD</u>	**Please complete	
25% DEPOSIT PAYABLE ___/___/___	EFT Receipt #	\$ 625.00
Week One Payment ___/___/___	EFT Receipt #	\$ 468.75
Week Two Payment ___/___/___	EFT Receipt #	\$ 468.75
Week Three Payment ___/___/___	EFT Receipt #	\$ 468.75
Week Four Payment ___/___/___	EFT Receipt #	\$ 468.75

In order to prepare horses correctly for training please ensure horses have been seen recently by your farrier, wormed and that they are good health before delivering them to the farm.

Any special feed requirements need to be premixed in individual bags with horse's name clearly labelled.

An email will be sent out once numbers have been finalised with information regarding drop off dates and all other relevant information.

HORSE INFORMATION CARD DETAILS:

Name	Age	Sex	Breed	Colouring

Insurance Carrier, Policy and phone number (if applicable): _____

I, _____, hereby confirm that I am the OWNER(S) for the above mentioned horse(s) and give consent for this horse(s) to be handled, started under saddle, transported, boarded, cared for and receive first aid and health care as deemed necessary by TRAINER (Sam Caporn / Jarrah Valley Equine).

The parties agree as as follows

In this agreement unless the context otherwise specifies:

- (1) TRAINER refers to Sam Caporn / Jarrah Valley Equine
- (2) OWNER refers to the legal or rightful person(s) whom hold necessary title of horse(s)

FEED AND FACILITIES

TRAINER agrees to provide regular & reasonable care and handling to maintain the health and well being of the horse(s).

OWNER agrees the facilities and staff caring for/training the horse(s) are acceptable and OWNER is satisfied with the arrangements for the daily routine and care of the horse including feeding, stalling and turnout.

Horses will be fed according to OWNER'S request and all feed and dietary requirements will be provided by the owner. The TRAINER has the right to adjust the routine of the horse as it has been demonstrated by OWNER if the TRAINER believes that the continuing practice may effect the welfare of the horse(s): such adjustments include change of feeding regime, trimming of feet or shoeing, additional rest periods for the horse, Dentistry and Bodywork treatments. The OWNER will be consulted before any of these processes are undertaken. The OWNER agrees to pay for any additional costs of these services over and above original Colt Start Program Costing.

RISK OF LOSS

During the time that the horse(s) are in the custody of the TRAINER there **shall not** be liability held for any sickness, disease, theft, death or injury which may be suffered by the horse(s). This includes, but is not limited to; any personal injury or disability the horse(s) may receive while on the premises. The OWNER fully understands and hereby acknowledges that the TRAINER does not carry any insurance on any horse(s) not owned by TRAINER including but not limited to, such insurance for boarding or any other purposes, for which the horse(s) are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding and training of horse(s), or for any other reason, for which the horse(s) are in the possession of TRAINER *are to be borne by OWNER*.

Vehicles and Horse Transporter(s) left on the premises are left at the risk of the OWNER; and the OWNER has updated their Insurance Policy with relevant Insurance Company if required. No responsibility is taken by TRAINER for any loss to horse or equipment.

EMERGENCY CARE

The OWNER agrees for the TRAINER to use his discretion in the event of seeking EMERGENCY CARE. An attempt will be made to contact the OWNER on telephone number (_____). Failing to reach contact; the OWNER agrees for the TRAINER to seek EMERGENCY care for horse(s) and agrees to pay all costs associated with Treatment and Care.

Special Instructions for the horse if any:

WAIVER AND RELEASE

1. BACKGROUND

I, _____ (“the Releasor”) of _____ HEREBY EXECUTE this waiver and Release to release Sam Caporn / Jarrah Valley Equine (“the Releasee”) of 25614 South Western Highway, YORNUP WA 6256 Australia on this ___ day of _____.

2. NATURE OF ACTIVITY

I, the Releasor, am the legal owner of a horse who wishes to participate in Sam Caporn’s Colt Start Program to take place on _____. (Intake Date)

3. WAIVER

I, the Releasor, hereby waive, release and discharge the Releasee (who runs or operates this activity) and his heirs, legal representatives, administrators, and executors for all liability for or by reason of any damage, loss or injury (including death) to myself, my horse, or my property which has been or may be sustained as a result of undertaking in the Colt Start Program, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the Releasee’s negligence.

4. ACKNOWLEDGEMENT

I, the Releasor, hereby acknowledge the following:

1. I have read this Release thoroughly and I fully understand it.
2. I am voluntarily executing this Release, and would not otherwise be engaging Sam Caporn.
3. This Release restricts me from suing or otherwise claiming against the Releasee, presently or at any future time, for damage, loss or injury that may occur to myself, my family, or my property as a result of my horse being started by Sam Caporn.
4. I have been granted the opportunity to seek independent legal advice before executing this release.

Releasor/ Owner(s) Signature: _____

Releasor/ Owner(s) Name: _____

Address(s): _____