



HOPE Therapeutic Riding Center

PO Box 334 Langley, WA 98260 (360) 221-7656

Email: hope@whidbey.com Website: www.hope-whidbey.org

Horse Sponsorship Agreement and Release of Liability

_____ (“Sponsor”) hereby agrees to sponsor the following horse:
_____, owned by **HOPE - Horsemanship Opportunities for Potential Equestrians**
 (“Owner”) pursuant to the terms of this Horse Sponsorship Agreement and Release of Liability
 (“Agreement”).

This Agreement shall become effective on _____. It may be terminated at any time by Sponsor or Owner after giving 30 days written notice to the other party. Owner may also terminate this Agreement pursuant to other terms set forth in this Agreement.

In return for Sponsor’s use of the Horse as provided in this Agreement, Sponsor agrees to cover the following expenses for the Horse: ___ boarding, ___ shoeing, ___ worming, ___ grain, ___ supplements, ___ hay, and ___ immunizations. Sponsor agrees to feed only grains, specialty products and high quality, clean, mold free orchard hay, as specified in Exhibit A to this Agreement and to follow the guidelines for shoeing, worming and immunizations set forth in Exhibit A to this Agreement. Sponsor further agrees to donate to Owner \$_____ per month, payable on the first day of each month, which payments will cover hoof trimming, worming, grain, supplements, immunizations and annual teeth floating for the Horse. At the end of each year or upon termination of this Agreement, Owner agrees to provide to Sponsor a statement of all donations made by Sponsor which statement will include Owner’s tax ID number and its IRS 501(c)(3) status. Should Owner determine at any time in the future that the specifications on Exhibit A should be changed, Owner shall so notify Sponsor in writing or via email and Sponsor hereby agrees to follow the instructions of Owner as to those specifications. Sponsor further agrees to pay all veterinarian and other medical expenses for the Horse (except immunizations, worming and annual teeth floating) up to \$_____ per year, and further agrees that all veterinary services are to be performed by Dr. Ken Leischer, unless he is not available in an emergency, in which case said services shall be performed by Dr. Kent Freer, unless he is also unavailable, in which case Sponsor may use any other large animal veterinarian who is available for the emergency.

The Horse shall be boarded at _____ [street address].

Sponsor fully understands and agrees that kind and humane treatment of the Horse is expected at all times. This Agreement may be terminated without notice if Owner, in its sole discretion, determines that cruel or inhumane treatment is being used on the Horse. In case of such termination, Owner’s representative may come onto Sponsor’s property and pick up the Horse at any reasonable hour on 24 hours notice to Sponsor.

Owner understands that horses can become injured and agrees not to hold Sponsor responsible for injury or death of the Horse unless it is caused by the negligence or intentional misconduct of Sponsor or any other person or persons while the Horse is in Sponsor's custody or under Sponsor's control during the term of this Agreement, in which case Sponsor agrees to pay the reasonable medical expenses needed to treat said injuries. In the event of the death of the Horse due to negligent or intentional actions caused by Sponsor or any person or persons while the Horse is in Sponsor's custody or under Sponsor's control during the term of this Agreement, Sponsor agrees to pay Owner \$_____, which the parties agree is the fair market value of the Horse. Sponsor further agrees to pay up to \$500.00 to cover the cost of vet care and/or euthanasia and burial of the Horse in the event such incident should occur.

Sponsor understands that the Horse is owned by Owner, which is a therapeutic riding program. Consequently, the Horse will be used by Owner for lessons and other program activities of Owner, such uses to be scheduled at times solely in the discretion of Owner upon reasonable notice to Sponsor, and that the Horse will not be available for Sponsor's use during the times the Horse is scheduled for use in those lessons and other program activities. Sponsor further agrees that Owner's representative has permission to come onto Sponsor's property to pick up and to return the Horse when the Horse is needed by Owner for such lessons and other program activities.

Sponsor agrees that if, at any time Owner determines that the Horse should no longer be used in Owner's therapeutic riding program, Owner may sell or give away the horse after giving Sponsor 10 days written notice of such sale.

Sponsor also agrees that the Horse is not to be sold, traded, bartered, leased, loaned, or given away at any time by Sponsor and that Sponsor will not take any action which would affect Owner's ownership or use of the Horse including but not limited to causing any liens to be placed on the Horse.

Sponsor agrees that all equipment used with the Horse must be properly fitted to the Horse and be kept in safe, clean and proper repair.

Any problems that may arise shall be brought to the attention of Owner and Sponsor and discussed immediately. If an agreement cannot be reached, 7 days notice of termination of this Agreement may be given by either party, in which case Owner's representative may come onto Sponsor's property at any reasonable hour after the end of said 7 day period and pick up the Horse.

Sponsor fully understands that the activity of horseback riding, or even being near a horse, involves numerous dangers and risks of injury and death and acknowledges that the assumption of all the risks involved therein concerning the Horse is Sponsor's sole responsibility. Sponsor agrees that any and all damages to persons and/or property caused by the Horse while in the custody and control of Sponsor shall be the risk, responsibility and expense solely of Sponsor. Sponsor completely releases Owner, its officers, board members, affiliated organizations, agents, volunteers and/or employees from all liability for any and all damages to persons and/or property, including but not limited to injury and death, caused by the Horse or occurring during use of the Horse while in the custody or under the control of Sponsor.

Please initial to show that you agree_____.

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Sponsor further understands that any horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright, and that even the most gentle horse may rear, buck, run away or otherwise act in an unpredictable and dangerous manner. In addition, weather, including but not limited to, thunder, hail, lightning, or snow sliding off the roof, may cause a horse to rear, buck, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, Sponsor fully assumes all of the risks involved and completely releases Owner, its officers, board members, affiliated organizations, agents, volunteers and/or employees from all liability for any and all damages to persons and/or property, including but not limited to injury and death, caused by the Horse or occurring during use of the Horse while in the custody or under the control of Sponsor. **Please initial to show that you agree_____.**

Sponsor further understands that riding on any type of terrain can be dangerous to a horse and rider and that this danger increases when riding a horse fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while riding at a slower pace, a horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to people and property. Sponsor also fully understands that any person may, at any time, lose control of and/or fall off the horse, or have a collision. Sponsor fully assumes the responsibility for all of these dangers and risks, and completely releases Owner, its officers, board members, affiliated organizations, agents, volunteers and/or employees from all liability for any and all damages to persons and/or property, including but not limited to injury and death, caused by the dangers and risks stated above. **Please initial to show that you agree_____.**

Sponsor fully understands that horses and conditions are unpredictable and that the risk of injury or death is inherent to the activity of horseback riding and/or being around horses. Sponsor fully assumes the responsibility for the risk of injury or death caused by conduct of Sponsor and any person to whom Sponsor has given permission to use the Horse. Sponsor completely releases Owner, its officers, board members, affiliated organizations, agent, volunteers and/or employees from any and all liability for any and all injuries or death caused by contact with horses and/or horseback riding by Sponsor or any person to whom Sponsor has given permission to use the Horse. **Please initial to show that you agree_____.**

Sponsor agrees not to sue, claim against, attach the property of or prosecute Owner, its officers, board members, affiliated organizations, agents, volunteers and/or its employees for riding and/or its related activities, whether or not such injury or death was caused by their negligence or from any other cause. Sponsor agrees to defend, indemnify and hold harmless Owner and all of its officers, board members, affiliated organizations, agents, volunteers and employees for any and all liability from any and all damages to persons or property, including but not limited to injury or death, caused by or resulting from participation in the activity of horseback riding and/or its related activities while the Horse is in the custody or under the control of Sponsor, whether or not such injury or death was caused by their negligence or from any other cause. Sponsor has carefully read this agreement and fully understands its contents. Sponsor is aware that he/she is releasing certain legal rights that Sponsor otherwise may have

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and Sponsor enters into this release of liability and indemnity agreement on behalf of himself/herself of his/her own free will. **THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ITS TERMS.** Please initial to show that you agree. ____

This lease shall be legally binding upon Sponsor and Owner and their respective employees, officers, board members, affiliated organizations, agents, family members, heirs, estates, successors, assigns, legal guardians and personal representatives.

Signature of SPONSOR:

Address: _____

Telephone Number: _____ **Email** _____

Date: _____

Signature of OWNER's Authorized Representative:

By: _____

Title: _____

Address: _____

Telephone Number: _____ **Email:** _____

Date: _____