

Equine Trial Agreement

"UNBRIDLED POSSIBILITIES"

Affinity Ranch - PATH Center Member - EIN 26-2431767 - 11892 Hilltop Rd, Parker, CO 80134 Phone: 303-841-4043 - www.affinityranch,org

Date:
E-mail:
Alternate Phone:
DOB or Age:
Color:
Brand or Tatoo:
Value:
Phone:
Phone:
n left with the horse and are clearly marked with the

I have a brand inspection showing ownership. Include a copy of brand inspection or permanent travel card. Equine Insurance Co., name, address telephone and policy number of horse insured:

- 1. OWNERSHIP/HEALTH OF EQUINE Owner warrants that he/she owns said equine and that there are no liens or other encumbrances against said equine. Before delivery of the horse to Affinity Ranch, owner is to provide:
- a copy of the Colorado Brand inspection showing proof of ownership
- negative Coggins Test
- health certificate
- de-worming and farrier records
- recent veterinary records including proof of current vaccinations for Rabies, West
 Nile Disease, Equine Influenza, Equine Herpes Virus and Sleeping sickness.

A deposit may also be requested for initial veterinary & farrier care in case owner cannot easily be reached.

2. ROUTINE VETERINARY, FARRIER CARE, AND FEED COST Owner agrees to continue to be financially responsible for routine care as needed for the horse for the duration of the trial period including but not limited to:

Hoof care: Affinity Ranch has a group of highly qualified farriers who routinely work on our herd. Visits are scheduled by Affinity Ranch; Owner will be invoiced by the farrier for these services.

Vaccinations and Routine Veterinary Care: If the horse is on trial during Spring or Fall vaccination season, the owner will be financially responsible for wellness check which may include, routine vaccinations, teeth floating, sheath cleaning, if appropriate, provided by the horse's regular veterinarian or the center's veterinarian.

Feed: owner agrees to pay \$125/month for the duration of the trial period to offset the cost of grain and hay. This can be paid monthly or in one lump sum of \$375.

3. EMERGENCY VETERINARY CARE Owner agrees to continue to be financially responsible for emergency veterinary care. I understand and accept that in the event of an emergency, Affinity Ranch will make every effort to contact me at my contact numbers listed in this agreement for any major medical needs or emergency care relating to leased horse. I agree to notify Affinity Ranch of any change in my contact information, (to include leaving the state or country etc.) If I am unable to be reached, I authorize the individual(s) listed in Section 4 to make financial decisions on my behalf.

I accept and understand that if I and/or one of the individuals listed below cannot would be inadvisable to wait based on the veterinarian's recommendation for the

be reached within a reasonable time, Affinity Ranch will make decisions for which it best interest of the horse. If Affinity Ranch is unable to contact Owner or authorized individuals in case of emergency, and Affinity Ranch contacts a veterinarian (Owner's or other available), at what amount does the Owner desire to limit or terminate veterinary treatment for horse? Ś _____ Owner initials _____ (If no limit, please write "Unlimited" in the space) During a veterinary emergency, and based upon the ranch veterinarian's advice, Affinity Ranch may transport horse to a hospital setting to provide overnight ICU care (for example, sedation and fluids to treat colic). I understand that I will be financially responsible for all medical bills associated. ____ Owner Initials The above-mentioned horse is a candidate for (write yes or no): Colic Surgery: (If yes, I will be responsible for cost of colic surgery >\$9,000 and above) Wound Surgery: 4. AUTHORIZED AGENT(S) TO ACT ON MY BEHALF Phone: Name: Relationship: **Address: Email:** Name: Phone: Relationship:

Address:	Email:	

- 5. FINANCIAL RESPONSIBILITY I understand and accept the financial responsibility for all routine and emergency medical and farrier needs and feed bill for the above-named equine. All medical and farrier services will be paid directly to the service provider. Feed costs will be paid to Affinity Ranch directly.
- 6. VISITING YOUR EQUINE, HANDLING AND RIDING PRIVILEDGES As the equine's owner, you are welcome to visit your horse here at Affinity Ranch, as scheduled with the Affinity Ranch's Equine Manager. You will register as a volunteer and sign the Release of Liability, Background Check Information, Photo Policy, and Photo & Video release to access the Affinity Ranch property due to the liability and safety of our clients.

Handling and riding are not allowed during the trial period so that the horse can be most successful during the training process during the trial period to fully acclimate to the Affinity Ranch property and programs.

- 7. RISK OF LOSS/HOLD HARMLESS During the time that the horse is in facility custody, facility shall not be liable for any sickness, disease, astray, theft or injury which may be suffered by the horse or any harm to the horse arising out of or connected in any way with the boarding of said horse. This includes, but is not limited to, any disability to the horse(s) or personal injury sustained while on Affinity Ranch premises. Owner agrees to hold harmless from any claims resulting from damage or injury caused to said horse. Under Colorado State law an equine professional is not liable for an injury to, or the death of a participant, in equine activities pursuant to section 13-21-119 Colorado Revised Statutes.
- 8. INDEMNIFICATION CLAUSE It is understood and agreed by Equine Owner and Affinity Ranch that Affinity Ranch agrees to indemnify and hold Equine Owner harmless for any and all claims of negligence or for injuries sustained by anyone in connection with use of the equine during the trial period while equine is under the care and control of Affinity Ranch. This indemnification does not apply to any conduct of Equine Owner and lapses when the Equine Owner takes possession of the leased equine at the end of the lease.

9. RIGHT OF LIEN If Affinity Ranch finds the horse is not suitable for its use, the owner will be notified and have fourteen (14) days to remove the horse from Affinity Ranch, located at 11892 Hilltop Rd, Parker, CO 80134. Starting (14) days after the original notification date, the owner agrees to be responsible for all expenses, including, but not limited to board and care incurred by Affinity Ranch. This rate is currently set at \$50 per day. The owner is put on notice that at this point, Affinity Ranch has a right of lien, as set forth in the laws of the state of Colorado, for the amount due for the board and keep of such horse until the amount of indebtedness is discharged or otherwise proceed to sell the horse at public auction 30 days after non-payment of board in accordance with the Colorado Civil Code 9-30-20-102 (1974) et seq.

Equine Trial Period is generally 90 days but may be ended early if equine is not suitable for Affinity Ranch programming. Please refer to section 9 for process.

Owner Signatue:	Date:
Affinity Ranch Representative:	Date:
For Affinity Ranch use only	
Accepted/Date:	Rejected/Date:
Owner Notified	Post 14 days board
•	-
on date:	care due \$:



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