



Clear Round Show Jumpers

Stephanie and Paolo Tropa
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Training Agreement

This agreement is entered into by and between Stephanie and/or Paolo Tropa both doing business as Clear Round Show Jumpers (hereinafter referred to as *Trainer*) and _____ (hereinafter referred to as *Client*) on this _____ day of _____, 20_____.

By the execution of this Training Agreement, the *Client* agrees to be financially responsible for any/all expenses incurred as a result of services rendered pursuant to this agreement by the *Trainer*, or at the direction of the *Trainer* by the *Trainer's* employees and/or independent contractors, at the rates established by the price list in effect at the time such training sessions are conducted. Those person(s) and/or horses for which the *Client* is expressly committing to financial responsibility are:

Person(s)

Horse(s)

To the extent any person receiving training services pursuant to this agreement is under the eighteen years of age, the *Client* expressly represents to the *Trainer* he/she has the legal authority to execute this agreement and further expressly represents to the *Trainer* that he/she has the legal authority to execute the attached Minor Release and Hold Harmless Agreement on behalf of such minor.

The *Trainer* agrees to provide riding lessons, training rides, training and/or showing at horse shows, including the hauling of the above referenced horse(s) to horse shows, for the time periods and at the rates established by the Rates and Fees in effect at the time such services are rendered. Such aforementioned services are collectively referred to hereinafter as *Training Sessions*.

RELEASE OF LIABILITY

NOTICE—WARNING UNDER TEXAS LAW (Chapter 87, Civil Practice and Remedies Code):

AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Please initial that you have read, understand and agreed with the RISK NOTICE: _____

The *Client* expressly acknowledges that all riding and equine activities are engaged in at his/her risk and the *Trainer* is not responsible or liable for the safety of the person(s) to whom *Training Sessions* are provided.

All persons under the age of 21 are specifically required to wear an ASTM/SEI certified helmet while mounted on the premises of Clear Round Show Jumpers and/or during a *Training Session*. It is strongly recommended that all persons wear an ASTM/SEI certified helmet while mounted. By the execution of this Training Agreement, the *Client* expressly agrees to be solely responsible for ensuring the wearing of an ASTM/SEI certified helmet when any person identified in this agreement is mounted and further assumes full responsibility for the failure of the persons identified in this Training Agreement to wear such helmet. **THE CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT THE TRAINER IS NOT RESPONSIBLE FOR ANY PERSON WHO FAILS TO FOLLOW RECOMMENDATIONS REGARDING SAFETY EQUIPMENT.**

The *Client* acknowledges that the *Trainer* makes no warranties/representations, express or implied, regarding the safety or nature of any horse identified in this Training Agreement. The *Client* agrees that the *Trainer* may decline/refuse to provide *Training Sessions*, if, in the sole discretion of the *Trainer*, any person identified in this Training Agreement is not acting in a safe and prudent manner.

RULES AND REGULATIONS

**Please see the complete "Rules and Regulations" for additional information*

The *Client* agrees to pay for all *Training Sessions* upon receipt of the invoice for each month. A regular training schedule will be established between the *Trainer* and the *Client* for the following month. Cancellation or postponement of any *Training Sessions* requires 24 hour notice or the full fee for such training session will be charged. The *Trainer* understands that scheduling conflicts occasionally arise and will work with the *Client* to address those conflicts by rescheduling upon proper notice.

Equipment

The *Client* agrees to provide bridle, saddle, saddle pads, girth and protective boots for the horse(s) identified above. The *Trainer* shall not be responsible for lost, damaged or broken tack. Arrangements to have your tack cleaned can be made separately at an additional cost.

Show Preparation and Rules

In the event the *Client* wishes to compete in any horse show in which the *Trainer* participates, the *Client* agrees and acknowledges by this Training Agreement that no horse will be hauled to any show unless and until the necessary paperwork is completed in advance. The *Client* also agrees that the *Trainer's* personnel will haul the horse at the rate detailed in the Rates and Fees unless expressly otherwise approved. Necessary paperwork includes, but is not limited to open checks for payment of entry fees and stalls, USET numbers for horses, owners and/or riders, Social Security Number of horse's owner, signatures on entry forms. The *Client* is responsible for confirming all necessary paperwork/documents are in the possession of the *Trainer* not less than ten (10) days in advance of the date of departure for the horse show. Additionally, any tack necessary to show any horse identified in this Training Agreement which is to participate in a horse show must be packed by the *Client* and provided to the *Trainer* at the designated time prior to departure for the horse

show. If any such tack is missing at the time of arrival at the horse show, the *Client* expressly agrees to the *Trainer* purchasing such missing tack and charge the actual expense for those items to the *Client* as documented by the receipt. As with *Training Sessions* on the premises of Clear Round Show Jumpers, the *Client* agrees to pay for all *Training Sessions* conducted at horse shows upon receipt of the horse show invoice for each show.

This Training Agreement is applicable to all *Training Sessions* provided by the *Trainer* to the person(s) and/or horse(s) identified herein and is an ongoing and continuing agreement. The *Trainer* or *Client* may terminate this agreement with 24 hours written notice for any reason. Termination of this Training Agreement by either the *Trainer* or *Client* does not release the *Client* from financial responsibility for any training sessions performed prior to the termination of this agreement and payment for such training sessions is due upon receipt.

This constitutes the entire Training Agreement between the parties. Any modification or additions MUST be in writing and signed by all parties to the Agreement. No oral modification or additions will be considered to be part of this agreement unless reduced to writing and signed by all parties.

EXECUTED this _____ day of _____, 20_____.

CLIENT

CLEAR ROUND SHOW JUMPERS

STEPHANIE TROPIA

PAOLO TROPIA