
EQUINE TRANSPORT RELEASE OF LIABILITY

Owner Name(s): _____

Address: _____ City: _____, Zip: _____

Phone: _____ Alt. Phone: _____

Pick-up Location: 11613 E. Furguson, Kaw City, OK 74641

End Location: 6657 Camino del Rey, Bonsall, CA 92003

Intent

This agreement is by and between Thomas & Jennifer Bell, (Transporter), and _____, (Equine Owner). Equine Owner seeks to have the horse(s) identified herein moved by Transporter. In consideration thereof, Equine Owner seeks to release Transporter from claims as set forth in this Agreement.

Horse(s)

Name: _____ Breed: _____

Gender: ___Mare ___Gelding ___Stallion Age: _____

Medical Records and Tack: The Equine Owner agrees to provide the following and assume the costs of the following required for transportation:

- **Negative Coggins (EIA) test**
- **Health Certificate**
- **Brand inspection, if applicable**
- **Halter and lead**
- **Optional: Shipping boots, blanket(s) and other arrangements (tack, feed)**

Equine Owner's Agreement: Equine Owner understands that there are inherent dangers associated with the transport of horses. These risks include, but are not limited to, Horse(s) falling or hitting wall(s), ramp(s) and/or other objects during loading or while trailer is in motion, Horse(s) reacting to stress, external stimulation or actions by other Horse(s) and becoming physically injured as a result. For these and other reasons, Horse(s) may sustain injuries or die. Additionally, during transport, trailer in which Horse(s) is/are enclosed may be involved in a traffic accident which could cause injury or death to Horse(s).

Acknowledging the dangers and risks of equine transport, Equine Owner fully assumes the risks associated with transport by Transporter and agrees not to file or pursue any causes of action and/or legal claims against Transporter and/or Transporter's representatives, employees and/or agents in connection with the transport of Horse(s).

Unknown Claims Release: Equine Owner understands that in state laws may intend to prevent Equine Owner from waiving legal claims of which the Equine Owner is not aware at the time of signing of this release of liability. Any such state laws and associated intent therein notwithstanding, Equine Owner agrees to a waiver of all claims, whether known or unknown, including those that Equine Owner may have under such state laws.

Indemnification by Equine Owner: Equine Owner agrees to defend, indemnify, and hold harmless Transporter with respect to all claims, demands and/or causes of action, including attorney's fees and costs arising in connection with any action brought by third parties related to Transport of Horse(s) and associated activities.

Damaged Equipment: Equine Owner agrees to have any of Transporter's equipment that is damaged by Horse(s) repaired or replaced within 30 days of the date of reporting of said damage to Equine Owner by Transporter.

Emergency Veterinary Care: Equine Owner authorizes Transporter to obtain necessary veterinary care for the Horse(s) in the event of an emergency and assumes all financial responsibility for that care. Equine Owner is advised to secure the related insurance for their Horse(s). Transporter will take reasonable measures to ensure the safety and health of Horse(s) in transit.

Governing Law/Venue, Severability: This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement or the application thereof to any person or circumstances is found to be invalid, such invalidity shall not affect other provisions or application of this Agreement. If any provision of this Agreement is found to be invalid, there shall be substituted a valid, legal and enforceable provision that is as similar as possible as the invalid provision.

_____ (initial) Equine Insurance: Equine Owner fully understands that Transporter does not carry any insurance on the Horse(s) for transporting or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with transporting and all associated activities for which the Horse(s) is/are in the possession of, and/or on the premises of, Transporter are to be borne by the Equine Owner. Transporter strongly recommends equine mortality insurance be obtained by Equine Owner prior to transport.

Delivery: Authorized Recipient of Horse(s), should Owner not be present at Delivery:

Authorized Recipient Name: _____ Phone: _____

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT. THIS WAIVER SHALL REMAIN IN EFFECT FROM THE DATE OF MY SIGNATURE UNTIL REVOKED IN WRITING.

Print Name: _____

Signature: _____

Date: _____