



**This Equine Training Agreement** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, \_\_\_\_\_ ("Trainer") and The Barefoot Ranch Inc., a federally incorporated non-profit organization ("TBFR"), owner of certain rescued equines. "Equine" is described as a equine or pony for purposes of this Agreement. The purpose of this Agreement is to document agreed upon terms between TBFR and Trainer for training of said equines. The parties voluntarily agree to be legally bound by the terms and conditions described below. **THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is agreed:

- 1. Acceptance of Equines for Training.** Trainer has made application and attests his/her ability to train and/or gentle equines and agrees to accept the temporary care, custody, and control of the equines described below on behalf of TBFR. Trainer understands the purpose of the training is to gentle the animals to an acceptable level of safety for its adoption to a permanent owner. In accepting the equines, Trainer also agrees to participate in TBFR's showings and events to demonstrate the equine's acquired skill level and handling.
- 2. Duration and Training.**
  - a. Duration: The term of this Agreement shall begin on the date this contract is made and shall automatically terminate upon completion of employment.
  - b. Early Termination: Either party may terminate this Agreement with seven (7) days written notice to the other party for any reason whatsoever.
- 3. Confidentiality.** Trainer agrees not to disclose any information regarding TBFR, its animals, volunteers, and practices without express written approval from a member of the Board of Directors.
- 4. Compensation, Bonuses, Payment Method.** TBFR agrees to compensate Trainer as follows:
  - a. Full Training: TBFR shall pay Trainer a stipend of Five Hundred dollars (\$500.00). Payment to be due and payable within seven (7) days of adoption of an animal trained completely by Trainer. Payment will be pro-rated for a partial training period if early termination is exercised by either party.
- 5. Refresher:** TBFR shall pay Trainer a stipend of Twenty-Five dollars (\$25.00). Payment to be due and payable within seven (7) days of adoption of an animal that has been provided a refresher ride by Trainer. Payment will be pro-rated for a partial training period if early termination is exercised by either party.



- c. Showings: TBFR will not pay Trainer a stipend to show a potential adopter what the equine is capable of because of training provided by Trainer or prior training.
- d. Non-Adopted Equines: Any training provided to equines that are not adopted is not payable to the Trainer unless and until that equine is adopted.
- e. Discounted Adoption Fees: If TBFR is required to lower the adoption fee for a equine due to a potential adopter's inability to pay a higher adoption fee the Trainer agrees to lower stipend to Two Hundred Fifty dollars (\$250.00).
- f. Payment Reporting: Trainer agrees to be responsible for all reporting of earnings to Revenue Canada.
- g. Adoption of Equine by Trainer. In the event Trainer decides to apply to TBFR for adoption of the equine(s) and is approved, Trainer shall not receive the \$500 Stipend for training
- h. Additional Expenses. TBFR must approve all costs incurred by Trainer which are directly related to this Agreement, including but not limited to veterinarian and vaccination invoices. Proof of expenses (invoice and receipt) paid by Trainer are required for payment. TBFR will not be responsible for additional expenses during the term of this Agreement without prior written approval. Any approved additional expenses will be due and payable upon termination of this Agreement.
- i. Trainer cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each equine;
- j. The Trainer has complete control over the manner of training and shall take all precautions for the proper performance thereof provided techniques are considered humane by TBFR;
- k. Trainer agrees to provide bi-weekly photographs and time/date-stamped video of each equine(s) progress to TBFR. Each photo and video must be identified with the equines' name(s) and/or ID number(s). Photos and videos will be delivered electronically via e-mail to [sherri@thebarefootranch.com](mailto:sherri@thebarefootranch.com);
- l. Trainer acknowledges that it will take consistent, regular handling and training of said equine to enable it to be safely handled and placed for fostering or adoption. Trainer understands it may take a minimum of an hour a day, at least five (5) days per week, to provide the equine with the training TBFR deems acceptable.
- m. Trainer acknowledges that the behavior of any animal (particularly untrained or feral equines) is contingent to some extent upon the ability of the handler or



trainer. Further, Trainer understands and accepts that “inherent risks of equine activities” shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- the propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects (fixed or otherwise);
- limited availability of emergency medical care; and
- the potential of a handler or spectator to act in a negligent manner that may contribute to an injury to the handler or others, such as failing to maintain control over the equine or to act within his/her ability.

n. Trainer warrants that all statements made in the Volunteer Application are true and correct and incorporated by reference. Any changes to information in the Volunteer Application must be timely communicated to TBFR in writing.

**5. Lay-ups.** If said equine(s) is out of training for more than five (5) days consecutively due to illness or injury, TBFR, at its sole discretion may opt to pro-rate the training stipend defined in Section 4a. TBFR must be notified within three (3) days if any equine is taken out of training for any reason whatsoever.

**6. Insurance, Inherent Risks and Assumption of Risk**

- a. TBFR shall bear all risk of loss from the death of or any harm to said equine(s) unless such loss is caused by the negligence of Trainer, its agents, contractors, or employees.
- b. Trainer understands and assumes the inherent risks, as noted herein, involved in activities involving equines, which risks include, but are not limited to, bodily injury, physical harm and even death to another animal, rider, handler, and spectator from using, riding, handling or being in close proximity to equines which may occur in normal use.

**7. Indemnification.** TBFR agrees to indemnify Trainer from third party claims, unless otherwise provided by insurance, against all liabilities, claims, demands, or costs



for or arising out of Trainer's care, custody, and control of said equine(s), unless such liabilities are caused by the negligence of Trainer, its agents, contractors, or employees.

Trainer agrees to indemnify TBFR from third party claims, unless otherwise provided by insurance, against all liabilities, claims, demands, or costs for or arising out of Trainer's care, custody, and control of said equine(s), unless such liabilities are directly attributable to the negligence of TBFR, its agents, contractors, or employees.

- 8. Default.** Failure of either party to abide by and perform any and all other terms, covenants, conditions, and obligations of this Agreement shall constitute a default and shall, in addition to any other remedies provided by law or in equity, entitle the wronged party to reasonable attorneys' fees and court costs related to such breach.
- 9. Governing Law, Venue, and Jurisdiction.** The Agreement shall be governed by and in accordance with the laws of the Province of Manitoba. The parties agree to personal jurisdiction. All legal disputes and actions must be brought in a court of competent jurisdiction in the Province of Manitoba.
- 10. Entire Agreement.** This document, along with the Volunteer Application, constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.
- 11. Severability.** If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect to the fullest extent permitted by law.
- 12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Facsimile and electronic signatures shall be deemed original.



**The Barefoot Ranch  
HORSE RESCUE  
& SANCTUARY**

## **TRAINING AGREEMENT**

**IN WITNESS THEREOF**, the parties have executed this Agreement on the day and year first written above.

THE BAREFOOT RANCH ANIMAL RESCUE:

TRAINER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Printed Name