

**TRAILERING AGREEMENT AND LIABILITY RELEASE FOR DVG SHOW STABLES
LLC AND CHARLES ESAU**

This Trailering Agreement and Liability Release for Charles Esau and DVG Show Stables LLC ("Agreement") is made and entered into the date of the signature provided below, by and between Charles Esau and DVG Show Stables LLC and the undersigned owner or other person authorized to enter into this Agreement for trailering the below identified horse (collectively "Owner"). In exchange for reasonable consideration, the receipt of which is hereby acknowledged, Owner agrees as follows:

- 1. Transport:** Owner requested Charles Esau and DVG Show Stables LLC to transport the Horse from his current location to Owner's requested destination and return the Horse to Owner's designated location. These terms and conditions of transport supersede all prior documents, verbal agreements, and other prior statements regarding the terms and conditions of transport and can only be modified with DVG Stables LLC's written consent.
- 2. Release/Hold Harmless/Indemnification/Liability Limits/Reimbursement:** Charles Esau and DVG Show Stables LLC shall be responsible only for the actual transporting of the Horse. Owner, on his/her own behalf and on behalf of Owner's Agent (including, but not limited to, individuals assisting in the loading, unloading, and/or transportation of the Horse and/or Owner's personal property (collectively "Owner's Agent") hereby releases Charles Esau and DVG Show Stables LLC and their respective Managers, Members, Officers, Directors, agents, assigns, trustees, beneficiaries, employees, working students, volunteers, independent contractors, and others acting on their behalf, (collectively "Released Parties") for injuries to or death of the Horse or the damage or loss of property (collectively "Horse and Property Loss") during transport and/or in the loading, unloading, or transporting of the Horse regardless of whether Released Parties assisted in the transport, loading, or unloading. Owner agrees to indemnify Released Parties for Horse and Property Loss and for injury or death to the Horse resulting from negligence or other fault of Released Parties, other than reckless or intentional misconduct. Owner agrees to release and discharge Released Parties from all liability from any cause whatsoever and, in said event, Released Parties shall be liable only to the extent of \$1000.00 collectively for Horse and Property Loss and any costs related to or arising out of the delay in the transportation of the Horse. Owner agrees Released Parties shall not be responsible for the behavior of the Horse to itself or another animal such as biting, kicking, goring, or smothering, or for Horse and Property Loss arising from the condition of the Horse or which results from the Horse's behavior, which risks are assumed by Owner. Owner agrees to remain solely financially responsible for any damage caused to Charles Esau's truck and trailer resulting from loading, unloading, or transporting, the Horse and to either repair any such damage within 30 calendar days of its occurrence or reimburse Charles Esau and DVG Show Stables LLC within 30 calendar days of invoice for any such damage repairs made. Owner agrees to reimburse Released Parties for all attorneys' fees and costs incurred by them in enforcing this Agreement and/or defending or prosecuting any claims or causes of action arising out of this Agreement.
- 3. Warranties:** Owner warrants the Horse is in all aspects fit and suitable for the intended transportation and not suffering from any communicable illness or other conditions harmful to itself, persons, or other horses.
- 4. Emergency Authorization:** Charles Esau and DVG Show Stables LLC and their authorized agent(s), are authorized, but not obligated, to secure veterinary (including such veterinary care as may be necessary, in Charles Esau's sole discretion, to protect the life or health of any Horse in DVG Show Stables LLC care, blacksmith, transportation, and any other services required for the health, well-being, and/or other benefit of the Horse. Owner remains responsible for the costs of all such services which shall be timely paid by Owner to the service provider or within thirty (30) days of Charles Esau and DVG Show Stables LLC's invoice as Requested Services. Charles Esau and DVG Show Stables LLC are authorized to arrange billing of such services directly to the Owner.
- 5. Miscellaneous:** Transportation service will not be performed where conditions of roadways, streets, alleys or premises over which vehicles must operate are such that, in Charles Esau and DVG Show Stables LLC judgment, render it impractical or unsafe to operate or navigate. This Agreement shall be construed and enforced in accordance with the laws of the State of California. All disputes relating to the interpretation and enforcement of the provisions of this Agreement shall be resolved exclusively by the state court located in San Diego County, California and Owner hereby submits to the jurisdiction and venue of the Court for such purpose. Owner agrees that any and all claims and/or causes of action, for injury, death, Horse and Property Loss or other claims or losses, against Released Parties, must be brought within one (1) year of the date of the occurrence giving rise to such claim or loss. In the event any part, portion, term, or condition (collectively "terms") of this Agreement is held to be unenforceable, the remaining terms shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable terms had not been included.
- 6. Certification:** Owner certifies that he/she is the legal owner of the Horse or has authority to enter into this Agreement for the transportation of the Horse, has read and understands this entire Agreement, and agrees on his/her own behalf and on behalf of Owner's Agent to be bound by all the terms and conditions contained therein.

Dated: _____ Owner's Signature: _____

Owner's Printed Name: _____

Owner's Address/Phone: _____

Owner's Relationship to the Horse (i.e., Owner, Lessee, Trainer, etc.): _____

Emergency Contact Name and Phone Number: _____

Horse Name

Owner Name

1: _____

2: _____

3: _____

4: _____

5: _____

6: _____

7: _____

8: _____

9: _____

10: _____
