

McARDLE EQUESTRIAN

16003 Via de Santa Fe, Rancho Santa Fe, CA 92067

Information Packet Liability Releases and Agreements 2023

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NEW CUSTOMER INTAKE FORM

RIDER INFORMATION

Name: _____
Address: _____
Phone Number: _____
DOB: _____
USEF Number: _____ PCHA: _____
CPHA Number: _____
Medications: _____
Allergies: _____
Physical limitations: _____
Emergency Contact: _____
Emergency Contact #2: _____
Legal Guardian Name if Applicable: _____
Legal Guardian Number if Applicable: _____

HORSE INFORMATION

Barn Name: _____ Age: _____
USEF Name: _____
USEF Number: _____
Hay & Grain: _____
Supplements: _____
Physical Limitations: _____
Maintenance/Injections: _____
Date of Last Orthopedic Exam: _____
Dates of last Legend/Adequan: _____
Dates of last Chiropractic & Massage/PEMF: _____
Owner Name if leased horse: _____
Owner USEF if leased horse: _____

ADDITIONAL MEMBERSHIPS AND NOTES

GENERAL STIPULATIONS & FARM POLICIES

Please initial:

- ___ Hours of Operation: Tuesday through Saturday lessons and professional rides provided 8-5 as weather permits. Sunday lessons are offered in the morning only if not possible to ride other days, hacking is encouraged, tack up/down service in morning only on Sundays. Monday: no riding, grass paddocks are closed, dirt paddocks and walker open. Summer lesson times are modified earlier.
- ___ Lessons times should be scheduled by Monday of each week via the group text. Adjustments should be made at least 24 hours in advance.
- ___ Please do not walk horses on the lawns or graze the lawns. The lawn behind the bridle path is specifically designated for hand grazing.
- ___ No guarantees are made as to the security of tack or that tack will not be damaged.
- ___ Guests are welcome with prior notice to McArdle and need to sign a McArdle waiver and Albert Court waiver.
- ___ Client is recommended to carry additional insurance on themselves, guests, horses, and equipment.
- ___ All horses use our carefully selected network of vets, farriers, & vendors.
- ___ Monthly invoices are due on the 1st of the month.
- ___ Show invoices are due the day the horses leave for the show (typically Mondays). Please pack trunks on Sunday or empty tack trunks appropriately so they can be packed for you referencing the trunk packing check list.
- ___ A thirty-day written notice is required to terminate McArdle training and payment.
- ___ A thirty-day written notice is required to terminate stall payments to Albert Court.

I, _____, certify that I have read this document and will abide by the above stipulations and policies in. This contract may be terminated with or without cause. I understand stalls at Albert Court LTD are offered in conjunction with a training program with McArdle Equestrian and dissolution of a training relationship with McArdle Equestrian will result in the loss of use of stall and it must be vacated by the end of the paid period.

Print Name: _____

Signature: _____ Date: _____

RATES: TRAINING & SHOW

_____ Initial **TRAINING AND CARE PROGRAM \$2100/month**
Geared towards creating and maintaining show horses and riders at the national competition level. Payment due on the 1st of the beginning of the month.

- Unlimited lessons and pro rides when we are home from shows. Lessons are offered Tuesday-Saturday, with Sundays kept to a minimum for those only unable to lesson during the week. Sunday tack up service offered until 12pm.
- Included: Body clipping, daily turnout, daily eurociser, blanketing, laundry, home grooming supplies such as brushes, shampoo, fly spray, show sheen, etc.
- Tack up/Down is included. Junior riders are expected to tack up/down their horses on weekends to learn and maintain horsemanship skills.
- When we are away at shows if there are horses at home they will be exercised, and every effort will be made to fit in lessons where possible.
- We attend approximately 25 horse shows per year and suggest participation in minimum 10 per year.
- McArdle will organize, store, and order feed and shavings at owner's expense to accommodate a dry stall system.
- Home grooms provide hay 3 times per day, grain 2 times per day, water, and stall cleaning 2-3 times per day 7 days a week.

_____ Initial **SHOW FEES**
Fees associated with showing are split between different vendors. Customers are responsible for travel costs, lodging and food for McArdle employees and will be split per horse attending.

- No additional Trainer Day Fee for full training customers. \$100 day if not.
- \$85/day show groom day fee, includes tip. Additional help hired on an as needed basis and charged accordingly.
- \$150/horse weekly supply fee, includes items such as groom's food, daily medications, hoof packing, grooming supplies, set up, flowers, incidentals like locks, snaps, as well as groom's food, etc.
- 10% of prize money won paid to McArdle if a training customer.
- Show invoices are typically pre-billed and are due the day the horses leave for the show, typically a Monday.

_____ Initial **BI-ANNUAL FEES**
Twice a year equipment will be purchased and split evenly between customers payable to McArdle. Example: Ice boots, turnout boots, clippers, blades, show pads, bonnets, scrimms, coolers, rain sheets, ear plugs, bell boots, wraps, etc.

SALES, PURCHASES, AND LEASES

Client agrees to pay as follows:

Sales, Purchases, and Leases all require a 15% commission due upon consummation of the sale or lease.

In the event of a transaction between two McArdle Equestrian clients, the 15% commission due will be split evenly between the two parties.

If the horse's price is greater than \$250,000 the commission is reduced to 10%.

Additionally, client is responsible for reimbursing McArdle for all travel expenses incurred. Expenses may include but are not limited to a \$200 per day travel fee, transportation, lodging, rental car, etc.

Print Name: _____

Signature: _____ Date: _____

RELEASE OF CLAIMS

PLEASE READ CAREFULLY. THIS RELEASE LIMITS YOUR RIGHTS.

I, _____, the undersigned am voluntarily engaging with horses at McArdle Equestrian. I acknowledge and fully understand I will be engaging in activities that involve the risk of serious bodily injury, including but not limited to, permanent disability and death; the risk of severe social and economic loss; and the risk of damage to or loss of personal property including, but not limited to any vehicle I may park at or near the premises. I understand that this injury or loss might result from my own actions, inactions, or negligence, the actions, inactions or negligence of others, or the condition of the premises or of any equipment used on the premises. I further understand that there may be other risks not known to me or not reasonably foreseeable at this time. I also understand that this acknowledgment and release covers claims and liabilities caused by any acts or failures to act by McArdle Equestrian, its officers, managers, employees, owners, representatives and agents, subsidiary affiliated or associated company, corporations, entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities (collectively, the "Released Parties"), including but not limited to, mistake, negligence, or failure to supervise by any of the Released parties.

I understand and acknowledge that I can be dismissed from the premises for any reason. In consideration of being granted permission to enter the premises, I assume full responsibility for all risk of bodily injury or property damage that might result from my participation in any activity held on the premises.

ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS IN INTEREST, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSE OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PRESENCE ON THE PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

I agree to identify, defend, and hold harmless from and against, and I agree not to sue each of the released parties regarding any and all claims, suits, demands, liabilities, damages, losses, cost and expenses, including but not limited to attorney's

fees, arising from or in connection with the injury, illness or death of any person or the damage destruction or loss of any if my or others' property which might result, directly or indirectly from my presence on the premises

ADDITIONAL RISKS DUE TO WILDFIRES

I understand that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing Stable to undertake emergency evacuations of horses and, with sufficient time, equipment, from the Stable's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Stable cannot guarantee that it can prevent or limit all wildfire losses.

I understand that in an emergency situation caused by wildfires in the area where Stable is located, McArdle Equestrian (as well as employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the McArdle Equestrian premises and/or in McArdle Equestrian care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – McArdle Equestrian's response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

I acknowledge and agree that McArdle Equestrian will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the Stable's property. However, I understand that even with the best advance planning, and the best efforts in response to a wildfire, there is never a guarantee that Stable can save every horse on its property and save all equipment on the Stable's property.

I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer because of my presence on the premises may not be foreseeable. I realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may leave at the premises or have with me on the premises. Knowing the possible extent of damages or injuries I may suffer, I hereby expressly waive any claim under section 1542 of the California Civil Code, relating to the release of unknown claims, which section reads as follows

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD AN OPPORTUNITY TO READ CAREFULLY THE ENTER AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERD TO MY SATISFACTION.

PLEASE COMPLETE THE FOLLOWING:

Print Name: _____

I have read the above and understand and agree to its terms.

Signature: _____ Date: _____

If the signature above is under eighteen (18) years old, the undersigned parent or legal guardian represents and warrants that he/she has read and understands the release and its terms. The undersigned parent or legal guardian makes and enters onto each and every representation, waiver, release and indemnity described above on behalf of himself/herself, the minor and any other parent or legal guardian.

Signature: _____ Date: _____

Print Name: _____

MEDICAL CONSENT AND HOLD HARMLESS

Participant: _____

Guardian if Minor Participant: _____

I, the participant, hereby authorize McArdle Equestrian, or their agents (McArdle), to issue or request and authorize first aid and medical care for Rider or Client in the event of an accident or emergency or any incident where McArdle, believe in the sole discretion of McArdle, that such action is warranted. Participant understands and agrees to be solely responsible for financial costs incurred. Participant further authorizes McArdle to administer aid, including but not limited to inoculations, topical dressings and any other emergency care deemed needed in the sole discretion of McArdle.

Participant hereby holds McArdle harmless and shall indemnify McArdle from all liability.

Participant Printed Name: _____

Participant Signature: _____ Date: _____

Guardian Printed Name: _____

Guardian Signature: _____ Date: _____

Insurance Company: _____

Insured: _____

Policy or Group Number: _____

Employer of Insured: _____

Minor's Name: _____

Date of Birth: _____ / _____ / _____ Allergies: _____

TRANSPORTATION RELEASE

Client Name: _____

Horse Name: _____

Client hereby authorizes McArdle to transport the Horse. Transportation may occur by and through McArdle or commercial licensed Transport Company. Client agrees to be solely responsible for financial costs incurred. Client agrees that McArdle may utilize any Transport Company selected by and in the sole discretion of McArdle.

CLIENT HEREBY RELEASES, WAIVES, AND DISCHARGES MCARDLE, ITS REPRESENTATIVES, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY WHATSOEVER ARISING FROM OR IN ANY WAY CONNECTED WITH THE TRANSPORTATION OF SAID HORSE(S)

Client acknowledges the inherent risks that are involved in shipping and transporting horses. These risks may include, but are not limited to, damage to personal property, illness, bodily injury, trauma or death of the horse, vehicular accident and injury by Horse to other horses being transported. There is always a risk driver will have an accident or horse will experience an illness or injury while in route. Transporter may elect to give Horse sedatives or tranquilizers if transporter, in his or her sole discretion so believes it is justified for the safety of any horse or transporter. Absent gross negligence on the part of driver, Client agrees to hold driver and Transport Company harmless in this matter. Client hereby holds McArdle harmless and shall indemnify McArdle from all liability in this regard. If Client is a Lessee of Horse, Client hereby assures McArdle that Client has the authority by and through an underlying agreement with the Horse Owner to authorize and hold McArdle harmless in this regard.

Client specifically agrees that this Release and Waiver shall be construed as broadly and inclusively as permitted by the present laws of the State of California.

Signature: _____ Date: _____

Print Name: _____

VETERINARIAN AND FARRIER CONSENT

Client Name: _____

Horse: _____

Client hereby authorizes McArdle to authorize Veterinary and first aid care for Horse, in the event of an accident or emergency or any incident where in the sole discretion of McArdle, that such action is warranted. Client understands and agrees to be solely responsible for financial costs incurred.

Client understands and agrees that McArdle may utilize any Veterinarian convenient, available or simply selected by and in the sole discretion of McArdle. Throughout the year, McArdle organizes, dentist, chiropractor, and veterinarian performance exams to maintain and check the soundness and comfort of each horse for the long-term benefit of horse and rider.

Client hereby holds McArdle harmless and shall indemnify McArdle from all liability in this regard. If Client is a Lessee of Horse, Client hereby assures McArdle that Client has the authority by and through an underlying agreement with the Horse Owner to authorize and hold McArdle harmless in this regard.

Client hereby give permission for McArdle to authorize farrier work on Horse. Client understands and agrees to be solely responsible for financial costs incurred. Client understands and agrees that McArdle may utilize any farrier selected by and in the sole discretion of McArdle.

Client agrees that Farrier and McArdle will make any determinations as to type of shoe, pad and trim work with sole authority in this regard. Client understands that periodically horses experience discomfort and may be sore or off for a period of time after farrier work is performed.

Client acknowledges there is risk in all veterinary and farrier treatment and that no treatment is completely without risk. Client agrees to hold Farrier harmless in this matter. Client hereby holds McArdle harmless and shall indemnify McArdle from all liability in this regard. If Client is a Lessee of Horse, Client hereby assures McArdle that Client has the authority by and through an underlying agreement with the Horse Owner to authorize and hold McArdle harmless in this regard.

Signature: _____ Date: _____

Print Name: _____

PAYMENT AUTHORIZATION

Please complete all fields. You may cancel this authorization with written notice to McArdle Equestrian. The authorization will remain in effect until cancelled.

My signature on the form below authorizes McArdle Equestrian to charge the credit card(s) listed below for monthly invoices, horse show deposits, veterinary services, incidentals, feed, shavings, and entry fees. A 3% fee will be added to McArdle invoices if a credit card payment option is chosen. ACH payment via Quickbooks is free of additional charge.

If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the scheduled due date. You agree that charges must be disputed within 30 days or you waive your right to dispute such charges. If any payments are not received by the 10th day, you may be charged a service charge of 5% of the late payment. You will also be charged interest at 1.5% per month on late payments, or the highest rate permitted by applicable law, whichever is less.

UNLESS TERMINATED AS PROVIDED BELOW, it will automatically be renewed for a month-to-month term until terminated pursuant to the terms and conditions hereunder. SCHEDULED TERMINATION: Either party can terminate this Agreement to be effective at the end of the agreement term, or anytime thereafter by providing the other party with at least thirty (30) days written notice prior to such date.

Signature: _____ Date: _____

Print Name: _____

CREDIT CARD INFORMATION

Credit Card Number _____

Security Code _____ Exp. Date _____

Billing Address: _____

Authorized Signature _____

Date ____/____/____

HORSE INSURANCE

Please provide McArdle with your horse insurance information if your horse is insured. We always recommend carrying horse insurance for mortality, major medical etc.

Horse Name: _____

Insurance Company: _____

Insurance Phone/ Contact name: _____

Insurance Policy Number: _____

Additional Information: _____

OUTSIDE VENDORS

Below is a list of the vendors and their services we have charge accounts with or have our custom items on file should you choose to order. Please put a card on file authorizing us with Carters, Mary's, and San Dieguito. Castillo Shavings. Chuck Mundo, and Sadie will send a bill via your email.

Carter's Feed: Hay & Grain

Phone: (760) 436-4738
1985 Olivenhain Rd.
Encinitas, CA 92024

Mary's Tack and Feed: Tack trunks, incidentals, supplements, occasional feed charges if Carter's is out of stock.

Phone: (858) 755-2015
3675 Via De La Valle
Del Mar, CA 92014

San Dieguito Equine: Veterinary, Dental, and Chiropractic

Phone: (760) 591-9952
1202 Calle Maria
San Marcos, CA 92069

Charles Mundo: Farrier

Castillo: Shavings

Phone: (760) 944-8407

Sadie Geernaert: Body Work and PEMF

Personalized Products: Name Tags, Saddle pads, logo clothes, etc.

www.pphorse.com

The Clothes Horse: Custom horse blankets & trunk covers.

www.theclotheshorse.com
katrina@theclotheshorse.com
(856) 829-8460