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Horse Training Agreement, Liability Release, and Information Sheet

PLEASE READ CAREFULLY BEFORE SIGNING

Cornerstone Training Center does not guarantee your safety or that of your horse(s). It is hereby agreed to as follows that:

A. DEFINITIONS

1. The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the horse(s) which are contracted to be trained or shown under this Agreement.
2. The term "HORSE(S)" shall herein refer to all equine species, and also to the specific horse(s) to which this Agreement refers.
3. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.
4. The term "I", "ME" or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof, if a minor.
5. "CORNERSTONE TRAINING CENTER" shall herein refer to Steve and Wendy Hilton Smith individually, any Cornerstone Training Center employees, contractors, agents, owners, officers, directors, representatives, clients, or anyone acting on behalf of CORNERSTONE TRAINING CENTER.

B. AGREEMENT PURPOSE AND CONSIDERATION OWNER agrees to pay the sum of **\$650 per month per horse**, in consideration for Cornerstone Training Center undertaking the training or showing of the horse(s) listed on the signature page of this agreement.

1. A \$ 200 non-refundable deposit on the first month's training fee reserved HORSE a place on CORNERSTONE TRAINING CENTER'S training schedule.
2. OWNER will be billed at the 1st of the month for the balance owed on training fees, daily expenses, and any other charges incurred, regardless of when the horse arrives.
3. Payment is due by the 15th of each month. Postmarks are accepted.
4. If OWNER wishes to extend this agreement (keep HORSE(S) in training longer) OWNER should notify CORNERSTONE TRAINING CENTER at least seven (7) days prior to the agreement end date.

1

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C. DUE DATE AND LATE CHARGE Charges accrued hereunder, as set forth in CORNERSTONE TRAINING CENTER'S Fee Schedule, together with any other unpaid charges for goods and/or services provided by CORNERSTONE TRAINING CENTER to or for the account of OWNER, shall be paid to CORNERSTONE TRAINING CENTER at the address set forth in this agreement. All such charges shall be due and payable on the date(s) previously listed. OWNER agrees to pay late fees of Ten dollars (\$10.00) per day for each day that the payment is late after due date listed above.

D. STABLE KEEPER'S LIEN CORNERSTONE TRAINING CENTER shall have a lien and security interest against the HORSE(S) and other personal property of OWNER located on the CORNERSTONE TRAINING CENTER premises for past due amounts owed by OWNER to CORNERSTONE TRAINING CENTER pursuant to this Agreement, in accordance with Chapter 70 of the Texas Property Code. In addition to any other available remedies, the HORSE and said property may be sold, subject to the provisions of the Texas Property Code, and proceeds applied by CORNERSTONE TRAINING CENTER in satisfaction of OWNER'S past due account, and further satisfaction of reasonable attorney's fees and cost of court incurred by CORNERSTONE TRAINING CENTER. At least a twenty (20) day written notice to OWNER at the address on their Agreement will be given before any horse or property is sold.

E. OWNERSHIP OF THE HORSE OWNER warrants that the ownership of the HORSE, and OWNER'S interest in the HORSE have executed this Agreement, and, that OWNER has the unrestricted right and authority to possess the HORSE and to give CORNERSTONE TRAINING CENTER directions for management and care of the HORSE.

1. OWNER agrees to furnish CORNERSTONE TRAINING CENTER with a copy of the registration papers of HORSE, if registered.
2. In the event any third party should claim or assert any conflicting interest in the HORSE, OWNER agrees to furnish CORNERSTONE TRAINING CENTER with satisfactory evidence of OWNER'S right to possession and control of the HORSE. Until such evidence is received, CORNERSTONE TRAINING CENTER may (but shall not be required to) retain possession of the HORSE and take such action as it deems reasonable to resolve the conflicting claims and preserve and protect the HORSE and its health and safety.

F. HORSE HEALTH WARRANTY Each horse shall enter the premises free from any transmissible disease and should have a current negative coggins.

2

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1. During the HORSE's stay at CORNERSTONE TRAINING CENTER the owner will be responsible for keeping up to date on worming by either bringing the wormer or requesting that the ranch purchase the wormer for reimbursement.
2. The following up-to-date documents must be presented to CORNERSTONE TRAINING CENTER by OWNER prior to the entry of horse onto CORNERSTONE TRAINING CENTER premises:
 - a) Negative Coggins Test
3. A vet health certificate may be required if horse has had a recent illness or is from out of state.

All immunizations, veterinarian, health care, and farrier cost are the owner's responsibility.

G. CORNERSTONE TRAINING CENTER'S RIGHT TO REFUSE TRAINING

CORNERSTONE TRAINING CENTER reserves the right to refuse the continuation of training or showing of any HORSE(s) for any reason, to include but not limited to:

- (1) Animal's poor health or unsoundness;
- (2) Dangerous propensities, habits and/or vices which CORNERSTONE TRAINING CENTER is not willing to deal with;
- (3) OWNER'S refusal to obey property or barn rules, or
- (4) Refusal to cooperate with CORNERSTONE TRAINING CENTER on reasonable requests relative to the management, welfare, and safety of animals and people on the premises.

In such an event, CORNERSTONE TRAINING CENTER shall give OWNER a minimum of forty-eight (48) hours written notice to remove HORSE(s) from the premises. After all fees have been paid in full, this Agreement is concluded. Failure to pay training fees or other charges as due shall also entitle CORNERSTONE TRAINING CENTER to immediately terminate this Agreement and to keep the horse in CORNERSTONE TRAINING CENTER'S possession until all fees and charges are paid in full.

H. HORSE(S) ILLNESS OR INJURY In the event that the HORSE(s) become sick or injured, CORNERSTONE TRAINING CENTER shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform CORNERSTONE TRAINING CENTER regarding measures to be taken or if the state of the horse's health requires immediate action

3

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CORNERSTONE TRAINING CENTER is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services. (See Exhibit B for cost.)

I. VISTOR PERMISSION TO HANDLE HORSE(S) In the event someone other than OWNER and/or immediate family members request to handle HORSE(s) at CORNERSTONE TRAINING CENTER, such parties shall have written permission from OWNER to remove, groom, handle or ride specific HORSE(s).

J. OWNER ACCEPTANCE OF RESPONSIBILITY

- (1) OWNER has inspected CORNERSTONE TRAINING CENTER'S premises and/or has in some other way satisfied himself or herself that the condition of the premises will provide an adequate and reasonable level of safety for OWNER'S HORSE(s), and OWNER, OWNER'S family, guests, and visitors who enter the premises.
- (2) OWNER agrees to obey barn rules (posted in barn) and require any visitors or family who enter the premises to do the same.
- (3) OWNER is strongly recommended to maintain personal liability insurance on the HORSE(s).

K. RELEASE OF LIABILITY

1. In consideration of CORNERSTONE TRAINING CENTER undertaking the training and related services under the terms set forth herein, I, the undersigned OWNER, do agree to hold harmless and release CORNERSTONE TRAINING CENTER, and its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers and others acting on CORNERSTONE TRAINING CENTER'S behalf (hereinafter collectively referred to as "ASSOCIATES") of all claims, demands, causes of actions, and legal liability, as a result of action by the HORSE.
2. OWNER agrees to hold CORNERSTONE TRAINING CENTER harmless and indemnify CORNERSTONE TRAINING CENTER from all claims of any sort, including injury or damage to third parties or their property arising from the acts of the horse.
3. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND RMEEDIES CODE) LIABILITY FOR EQUINE ACTIVITIES, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

4

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- OWNER shall not bring any claims, demands, legal actions and causes of action, against CORNERSTONE TRAINING CENTER and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to or loss by death of the OWNER'S HORSE(s), and/or sustained by OWNER and/or OWNER'S minor child and/or legal ward in relation to the premises and operation of CORNERSTONE TRAINING CENTER to include being near horses owned

by or in the care, custody and control of CORNERSTONE TRAINING CENTER, whether on or off the premises of CORNERSTONE TRAINING CENTER.

L. INHERENT RISKS AND NATURE OF THE HORSE WARNING Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATION SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety efforts. PRE-CAUTION: No horse is a completely safe horse. There is always risk involved!

M. RIDING HELMET WARNING OWNER agrees that: I, for myself and on behalf of my children and/or legal ward, have been fully warned by CORNERSTONE TRAINING CENTER that all horse handlers and riders should purchase and wear protective headgear which meets or exceeds the quality standards or the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet.

N. DIRECT LOSS TO PERSONAL PROPERTY WARNING OWNER is hereby warned that while on CORNERSTONE TRAINING CENTER premises direct loss, theft, or injury to OWNER'S HORSE(s), tack, equipment and trailer is not covered by CORNERSTONE TRAINING CENTER'S insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance.

O. AGREEMENT SCOPE AND TERRITORY This Agreement shall be legally binding upon CORNERSTONE TRAINING CENTER and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor when signed by both parties. This agreement is entered into the state and county of domicile of CORNERSTONE TRAINING CENTER and will be interpreted and enforced under the laws of Texas. Any disputes by the OWNER shall be litigated and venue shall be the county in which CORNERSTONE TRAINING CENTER is

5

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physically located. This agreement is in effect until all payments are made and HORSE(s) leaves the CORNERSTONE TRAINING CENTER premises.

P. OWNER RIGHT OF TERMINATION This Agreement will automatically terminate at the end of the Agreement period. (See Paragraph B). If HORSE(s) is not removed at the time, OWNER is required to provide a fourteen (14) day written notice thereafter before horses are removed and the Agreement terminated. CORNERSTONE TRAINING CENTER shall be paid for all fees incurred upon the termination date. After all fees have paid in full, HORSE(s) may be removed from the property and this Agreement be concluded.

Q. PRIOR AGREEMENTS This Agreement supersedes any and all prior agreements between CORNERSTONE TRAINING CENTER and OWNER with respect to the HORSE and constitutes the entire Agreement between parties with respect thereto. This Agreement may not be amended or modified except by written instrument signed by CORNERSTONE TRAINING CENTER, or by the posting of the modified Rules by CORNERSTONE TRAINING CENTER in a common area of the premises. This Agreement shall be for the benefit of and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.



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Exhibit "A"

CORNERSTONE TRAINING CENTER TRAINING HORSE CARE, TRAINING, JOINT TRAINING SESSIONS

Full Care of HORSE(s) in Training

Full care includes good quality hay and feed (fed twice daily) supplements provided by owner, and clean water.

1. Outside pasture turnout in a herd setting will be provided when possible (HORSE(s) will be separated to grain feed).
2. Individual paddocks or stalls will be provided for those horses that can't be out with herd.
3. CORNERSTONE TRAINING CENTER provides all feed, and hay.
4. Full care expenses for each horse will be assessed at the rate of \$10.00 per day for horses that are not in training.
5. CORNERSTONE TRAINING CENTER will maintain close observation of the horse's health and wellness.

Training of the HORSE

CORNERSTONE TRAINING CENTER agrees to work OWNER'S HORSE(s) an average of 4-5 work-outs per week during the Agreement period if the HORSE is capable of being worked. This does not include days when the HORSE is sick or injured or on a rest period approved by OWNER.

1. A work-out may include any combination of riding, groundwork, trailer loading, obstacle course work, turn out disciplines with other horses, tie ups, walker training, spook training, bathing, clipping, grooming, round pen work, shows, clinics, trail rides, workshops, seminars, and lessons, or classes (private or group).
2. Riding of the HORSE(s) or ground work by OWNER is considered a work-out.
3. HORSE(s) may be given two work-outs per day if CORNERSTONE TRAINING CENTER personnel determine that doing so will cause the HORSE's training to make significant progress.
4. Work-outs average approximately one (1) hour combined time of all activities and disciplines as stated above. Multiple hours worked is considered multiple work-outs. A HORSE may not tolerate an entire hour of a particular discipline, therefore a work-out may have a mixture of activities in order to keep HORSE fresh and teachable and not have HORSE get "sour," "ill," become hard to train, or start negatively affecting HORSE's personality.

7

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Joint training sessions are available to each OWNER with HORSE(s) in training.

1. OWNER is encouraged to engage in two (2) joint training sessions per month with CORNERSTONE TRAINING CENTER personnel during the entire time HORSE is in training.
 - Every joint training session lasts approximately one (1) hour.
 - Each joint training session involves personal, one-on-one time with CORNERSTONE TRAINING CENTER personnel.
 - Joint training sessions to occur approximately once every two weeks, for OWNER's maximum understanding of HORSE's training and progress.
 - If OWNER lives more than 200 miles away from CORNERSTONE TRAINING CENTER, joint training sessions may be combined into a single two (2) hour session every four (4) weeks.
 - Sessions will be scheduled in advance. A forty-eight (48) hour advance notification of cancellation or rescheduling is required. CORNERSTONE TRAINING CENTER personnel will make every effort to accommodate each client's busy schedule.
 - Lessons and / or joint training sessions are to ensure that HORSE and OWNER fully understand how to capitalize on what the horse learns while at CORNERSTONE TRAINING CENTER. Each lesson or joint training session is valued at over \$50. Two (2) lessons OR two (2) joint training sessions are included in the cost of monthly training.
 - Lessons and / or joint training will be considered HORSE's workout for the day.
2. CORNERSTONE TRAINING CENTER reserves the right to decide if HORSE is ready for OWNER to start handling in the bi-weekly training sessions. The decision will be based on safety considerations for both OWNER and HORSE, on their respective skill levels, and on their abilities to maintain what the trainers have taught. If CORNERSTONE TRAINING CENTER personnel feel that for safety reasons, OWNER may need lessons on a more seasoned horse, a suitable animal will be suggested.

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