



# Equine Sports Medicine.

## **Rehabilitation Services Agreement**

THIS REHABILITATION SERVICES AGREEMENT (this “**Agreement**”) is made on the last day executed by the parties below by and between Equine Sports Medicine and Rehabilitation (ESMR), and the Owner identified below:

Owner \_\_\_\_\_ (“**Owner**”)  
 Authorized Agent \_\_\_\_\_ (“**Authorized Agent**”)  
 RDVM \_\_\_\_\_ (“**Owner’s Veterinarian**”)  
 Address \_\_\_\_\_ County \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_  
 Emergency Phone Number \_\_\_\_\_

In the event Owner designates an Authorized Agent above to act on behalf of Owner, the Authorized Agent represents and warrants that the Authorized Agent has provided this Agreement to the Owner and obtained Owner’s express authorization to execute this Agreement on Owner’s behalf and to bind Owner to all representations, warranties, covenants and other obligations of the Owner set forth herein. Owner represents and warrants that the Authorized Agent has the authority to act on behalf of the Owner in all respects under this Agreement. Owner agrees to notify ESMR in writing of any changes in Owner’s or Authorized Agent’s contact information.

Owner agrees to notify ESMR in writing of any changes in Owner’s contact information. Prior to Owner departing for vacation or any other event that would render Owner unavailable, Owner shall give ESME contact information for the party authorized to make decisions in the Owner’s place with regard to the health, well-being, and/or medical treatment of the horse.

Notwithstanding the foregoing, in all cases the Owner’s Veterinarian shall be authorized to make decisions in the Owner’s place with regard to the health, well-being, and/or medical treatment of the Horse.

1. **HORSE**. This Agreement pertains to Owner’s horse, more specifically identified as:

Name \_\_\_\_\_ (the “**Horse**”)  
 Breed \_\_\_\_\_ Registration Number \_\_\_\_\_  
 Date Foaled \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_  
 Arrival Date \_\_\_\_\_ Estimated Departure Date \_\_\_\_\_  
 Insurance Company \_\_\_\_\_ Phone Number \_\_\_\_\_ Policy No. \_\_\_\_\_  
 Unsoundness/Medical History \_\_\_\_\_  
 Recent Surgeries and Medications \_\_\_\_\_  
 Known Allergies \_\_\_\_\_  
 Feeding Instructions \_\_\_\_\_  
 Preferred Veterinarian \_\_\_\_\_  
 Preferred Farrier \_\_\_\_\_

Owner represents that Owner owns the Horse and/or has the right possession of the Horse and has full authority to enter into this Agreement. The terms and conditions set forth herein shall be applicable to each and every horse cared for by ESMR, regardless of whether each horse is identified in this Agreement or any other agreement.

2. **FEE AND TERM.** This Agreement shall commence on the Arrival Date and continuing until the Departure Date set forth above (the “**Term**”). ESMR shall invoice (each an “**Invoice**”) the Owner for all fees incurred by Owner in exchange for the services (the “**Services**”) listed in **Schedule A** (the “**Fee Schedule**”). The Fee Schedule is attached hereto and incorporated here in as if fully set forth. ESMR shall deliver Invoices to the Owner on a weekly basis, and Owner agrees to timely pay each Invoice in accordance with its terms. Owner’s payment obligation shall survive the termination of this Agreement. Any late payments or returned checks are subject to an additional fee of \$100 USD. Notwithstanding Section 11, the Fee Schedule may be adjusted from time to time by ESMR on thirty (30) days’ notice to the Owner.

In addition to the Fee Schedule, Owner agrees to pay to ESMR any fees incurred in connection with the Services charged by third parties (“**Third Party Fees**”) and all expenses related to the necessary shoeing, worming, veterinary care, additional feed, supplements, or medications required for the Horse and equipment that the Horse needs that is uncommon to other horses or is custom-fitted (“**Expenses**”). Third Party Fees and Expenses shall be itemized and billed to the Owner in each Invoice, as applicable.

3. **FEED, FACILITIES, AND STANDARD OF CARE PROVIDED.** ESMR agrees to provide normal and reasonable facilities, care, and feed required to maintain the health and well-being of the Horse. ESMR reserves the right to notify Owner if the Horse, in ESMR opinion, is deemed to be dangerous or undesirable for ESMR’s establishment. In such case, Owner shall be solely responsible for removing the Horse immediately upon receipt of such notice and for payment of all fees incurred during the Horse’s presence at the facility.

Notwithstanding anything in the Agreement to the contract, Owner acknowledges and agrees that neither ESMR nor any of its representatives or agents will provide a diagnosis of any of the Horse’s medical conditions, ailment, or injuries. Additionally, Owner acknowledges and agrees that ESMR does not make any guaranty as to the outcome of any rehabilitation or other program provided to or for the Horse during the Term. Owner acknowledges that Owner has inspected the facilities and finds them in safe and proper order.

4. **VACCINATIONS.** Owner warrants that the Horse is free of all communicable diseases upon delivery to ESMR. On or prior to arrival, Owner shall provide a record of the Horse’s current vaccinations, a negative Coggins test performed within six (6) months prior to arrival, and the Horse’s hauling card. If the Horse arrives without any required records, ESMR may elect to decline acceptance of the Horse or provide the vaccinations and tests at Owner’s expense. If at any time Owner fails to keep the Horse current on vaccinations, ESMR may have the required vaccinations performed at Owner’s expense.

5. **VETERINARY POWER OF ATTORNEY.** ESMR agrees to employ reasonable attempts to contact Owner or Owner’s Veterinarian in the event of the Horse’s medical emergency. If ESMR is unable to contact Owner or Owner’s Veterinarian, and if emergency care appears warranted in the reasonable opinion of ESMR, then Owner agrees that ESMR shall have the absolute discretion to order any routine and/or emergency veterinary and/or blacksmith care deemed reasonably necessary for the health and well-being of the Horse (including euthanasia if recommended by a veterinarian) or the other horses in ESMR’s care (including quarantine if recommended by a veterinarian). ESMR assumes that Owner desires surgical care for the Horse, if recommended by a veterinarian, in the event of colic or other life-threatening illness, unless ESMR is expressly instructed in writing by Owner for any failure to obtain such care.

Owner shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse. If the veterinarian performing emergency care on the Horse will not bill Owner directly, Owner agrees that all costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof.

6. **INSURANCE.** Owner understands that it is Owner's sole responsibility to insure the Horse. Owner agrees to provide ESMR with all insurance information and policies on the Horse, as well as the insurance company's notice procedure in case of medical emergency. Owner's failure to provide said notice may defeat Owner's potential claims. If Owner elects not to insure the horse, Owner fully understands the ESMR does not carry insurance on any horse for any purpose, that the Horse is not covered under any public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with rehabilitation services or for any other reason for which the Horse is in the possession of and on the premises of ESMR, are to be borne by Owner.

7. **LIMITATION OF LIABILITY AND INDEMNIFICATION.**

**OWNER AGREES TO HOLD HARMLESS AND RELEASE ESMR AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL LOSS, DAMAGE OR LEGAL LIABILITY ARISING FROM ANY FAULT OR NEGLIGENCE OF ESMR AND/OR ESMR SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS, AND EMPLOYEES. OWNER AGREES IT WILL BRING NO CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LITIGATION AGAINST ESMR AND/OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES RELATED TO SAME. FURTHER, ESMR SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN ESMR'S CUSTODY, NOR FOR ANY OTHER LOSS, DAMAGES, OR INJURY ARISING OUT OF OR CONNECTED WITH REHABILITATION OR OTHER SERVICES PURSUANT TO THIS AGREEMENT. ESMR SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DISABILITY WHICH OWNER, AND THEIR AGENTS, REPRESENTATIVES, FAMILY OR GUESTS MAY RECEIVE WHILE ON THE PREMISES. OWNER AGREES TO INDEMNIFY AND HOLD ESMR HARMLESS FROM ANY CLAIM RELATED TO DAMAGES, ILLNESS, OR INJURY WHATSOEVER CAUSED BY THE HORSE, OR FROM ANY CLAIM BY OWNER, OR HIS/HER AGENTS, REPRESENTATIVES, FAMILY, OR GUESTS ARISING FROM THEIR PRESENCE ON THE PREMISES, AND AGREES TO PAY ALL EXPENSES AND REASONABLE ATTORNEYS FEES INCURRED BY ESMR IN DEFENDING AGAINST ANY SUCH CLAIMS.**

**OWNER ACKNOWLEDGES THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES AND IS WILLING AND ABLE TO ACCEPT FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND WELFARE AND RELEASES ESMR, AND ANY OTHER EQUINE OWNER OR AGENT, FROM LIABILITY UNLESS ESMR IS GROSSLY NEGLIGENT OR COMMITS WILLFUL, WANTON, OR INTENTIONAL ACTS OR OMISSIONS. OWNER ALSO ACKNOWLEDGES THAT OWNER EXECUTES THIS AGREEMENT ON BEHALF OF OWNER, AS WELL AS ALL OF OWNER'S CHILDREN, FAMILY MEMEBERS AND GUESTS.**

**ESMR SHALL NOT BE RESPONSIBLE FOR THEFT, LOSS, DAMAGE OR DISAPPEARANCE OF ANY TACK OR EQUIPMENT, OR OTHER PROPERTY STORED ON THE PREMISES, AS SAME IS STORED AT OWNER'S RISK.**

8. **DEFAULT/TERMINATION.** Should Owner become delinquent in fee payment, or other wise breach any element of this Agreement, or violate any rule of ESMR, and such actions continue uncured for ten (10) days after Owner receives notice thereof, this Agreement shall be terminated by ESMR at ESMR's sole option, and Owner must remove the Horse within ten (10) days' receipt of notice of termination of this Agreement by ESMR. Owner and ESMR agree that fifteen (15) days' written notice shall be given to the other party prior to the termination of this Agreement.
9. **RELEASE.** Owner shall make arrangements with ESMR for the Horse's release at least forty-eight (48) hours in advance of said release. Owner is solely responsible for determining whether the Horse is sufficiently healthy to be moved, and for the obtaining any necessary blood test, vaccinations, hauling cards, and health certificates. Owner assumes full responsibility for, and releases ESMR from, any responsibility or liability for the Horse's health, soundness, breeding condition, transportation, and care. Should Owner desire that ESMR release the Horse to ay third party, Owner must provide to ESMR his or her detailed written consent and instructions for such release before ESMR will give possession of the Horse to the third party. **All amounts dur to ESMR (and all service providers) from Owner Must be paid prior to Owner's removal of the Horse from ESMR.**
10. **RIGHTS OF LIEN.** ESMR has the right of lien as set forth by the laws of the State of Texas, for the amount due for the board and upkeep of he Horse, and for any services provided by ESMR to the Horse. ESMR shall have the right without process of law, to retain the Horse and other property until the amount of said indebtedness is discharged. ESMR also has the right to demand all indebtedness be paid in cash, cahier's check, or money order. ESMR will not be obligated to retain and/or maintain the Horse in question I the event the amount of the bill exceeds the anticipated unregistered value of the Horse. In the event ESMR exercises its lien rights for non-payment, as above-described, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications for any breed registration as may be applicable to said Horse upon affidavit to ESMR representative setting forth the material facts of the default and foreclosure, as well as ESMR's compliance with foreclosure procedures as required by law. In the event collection of this account is handled by an attorney, Owner agrees to pay all attorneys' fees, costs and other related expenses.
11. **MERGER, ENTIRE AGREEMENT, AND SEVERABILITY.** This Agreement contains the entire understanding of the parties concerning it subject matter and there are no oral or written promise of representations upon which Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by Owner and ESMR. Headings used herein are for convenience only and are not part of the Agreement. The invalidity of unenforceability of any term of the Agreement shall not affect the validity and enforceability of any other term.
12. **WAIVER.** The rights and remedies of the parties here under are cumulative and not alternative. Neither any failure nor any delay by ay party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power of privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
13. **APPLICABLE LAW, JURISDICTION, VENUE, ATTORNEY'S FEES, LIMITATIONS.** This Agreement shall be construed and governed by the laws of the State of Texas. Jurisdiction and venue for all disputes connected with this Agreement shall be proper in Denton County, Texas. In any dispute arising in any manner out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, including pre-litigation investigation and preparation. Any action for claims brought against ESMR related to the Agreement or any loss due to negligence, must be brought within one (1) year of the date such loss occurs.
14. **SPECIAL INSTRUCTIONS TO ESMR.** Include any known vices of the Horse, and identify what special care, if any, is required by Horse:

Vices: \_\_\_\_\_

Special Care: \_\_\_\_\_

Note: Special care may increase the fee charged and must be approved by ESMR in advance of the Arrival Date.

15. **PHOTOGRAPHY/MEDIA RELEASE**. Owner hereby grants ESMR to take photographs, digital images, videotape, and/or audio recordings of the Horse, the Owner or the Authorized Agent (the “**Media**”) for business use, including promotional, informational or educational purposes. Owner agrees that ESMR may identify Owner, the Authorized Agent or the Horse in connection therewith, Owner agrees that ESMR may identify Owner, the Authorized Agent or the Horse in connection therewith. Owner agrees that ESMR may use the Media without compensation to the Owner. All Media shall be the property of ESMR.

16. **TEXAS EQUINE LIABILITY STATUE.**

**WARNING: UNDER TEXAS LAW (CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

**SIGNER STATEMENT OR AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNTERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

**OWNER:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**EQUINE SPORTS MEDICINE AND REHABILITATION**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date