



**SPORTS MEDICINE SERVICES RELEASE AGREEMENT  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

Thank you for retaining Summit Equine, Inc. (“**Summit Equine**”) as your provider of sports medicine services. This Sports Medicine Services Release Agreement (“**Agreement**”) will govern the sports medicine services we provide to the Horse Owner (“**Client**”) either directly or as approved by an authorized agent listed in this Agreement. This Agreement applies to any horse or horses owned or leased by Client serviced by Summit Equine (“**Horse(s)**”) and applies to any and all sports medicine services provided by Summit Equine (“**Services**”), including but not limited to, in or out-patient services, procedures, examinations, treatments, medicines and farm calls to any Horse(s) on Client’s behalf, whether or not the Horse(s) is listed below.

**Client’s Information (please print)**

**Client’s Agent (if applicable)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell No.: \_\_\_\_\_ Home No.: \_\_\_\_\_

Cell No.: \_\_\_\_\_ Home No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Horse Information**

Registered Name: \_\_\_\_\_

Breed Registry: \_\_\_\_\_

Sex: \_\_\_\_\_ Discipline: \_\_\_\_\_

Year Foaled: \_\_\_\_\_

Additional Horses may be identified in an attached Addendum which shall be incorporated herewith and considered a part of this Agreement.

1. Authority and Services Requested: As the owner or authorized agent for the owner of the above-described horse, by signing below, Client represents and confirms that Client has the requisite authority to execute this Agreement and bind Client and the owner of the Horse(s) (if other than Client) to its terms. Client hereby consents to and authorize the performance of the following Services as well as any additional Services Client requests to be provided by Summit Equine in writing or verbally consented to during the Services that may not be listed here:

\_\_\_\_\_  
\_\_\_\_\_

2. Additional Services and Assumption of Risk: Summit Equine is a licensed veterinary practice, legally allowed to perform veterinary procedures related to the care and management of the Horse(s). Client hereby consents to and agrees to pay for the above listed Services and any additional services required to provide the Services requested (collectively also referred to as “Services”), and understands and agrees that there are inherent risks associated with these Services associated with care and treatment of the Horse(s) including, but not limited to: injections (venous, arterial, intra-muscular, intra-synovial), lameness examination, diagnostic analgesia, administration of medications (especially those with inherent side-effects such as corticosteroids, bisphosphonates and others) and administration of sedatives required to perform Services. Client understands that during the performance of the Services, unforeseen conditions may be revealed that necessitate an extension or different Services than those requested. Therefore, Client hereby consents to and authorizes the performance of such other Services as are deemed necessary and desirable in the exercise of the veterinarian’s professional judgment. Client



authorizes the use of appropriate sedation, physical restraint, and/or other medication(s) and Client understands that Summit Equine support personnel will be utilized as deemed necessary by the veterinarian.

3. Assumption of Risk, Release, Defend, Indemnify, and Hold Harmless: Client has been advised as to the nature of the Services and the risks involved. Client acknowledges that the results cannot be guaranteed. Client understands and agrees that horses are inherently unpredictable and prone to injury, illness, and other harm to themselves and/or others in the course of Services without acts of negligence or other fault by Summit Equine or others. Client assumes the risk of all Services provided under this Agreement, including, but not limited to, the inherent risks of veterinary procedures lameness, infection, etc.) or lack of response to therapy as every horse and injury is unique. Client hereby waives all claims against Summit Equine, its owners, officers, employees, contractors, beneficiaries, subsidiaries, agents, assigns, and others acting on their behalf ("**Released Parties**") for any Loss (defined below) suffered either by Client or by third party owners, or any others with claims to or regarding any Horse(s). Client agrees to defend, indemnify and hold Released Parties harmless against any claims of Loss, including but not limited to attorney's fees and the costs of defense against any such claims or damages. Therefore, Client hereby agrees to release, defend, indemnify and hold harmless Summit Equine, Inc., Ryan Ferris, Dora Ferris, the owners of the real property where the loss, damage, claim, liability, or responsibility of whatever kind and nature including, but not limited to: property damage, illness, injury, lost opportunities, lost profits, monetary and non-monetary losses, court costs and attorneys' fees (collectively "**Loss**") occurred, and any of these listed parties' respective spouse, relatives, heirs, agents, assigns, trusts, trustees, beneficiaries, trainers, employees, working students, volunteers, independent contractors, guests, visitors, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "**Released Parties**") for any Loss related to the Horse(s) which may arise directly or indirectly by virtue of the Services provided by Summit Equine, whether caused by ordinary negligence or other fault of the Released Parties (other than gross negligence or intentional wrongdoing).

4. Billing and Fees: Services provided by Summit Equine will be billed at the rates then in effect at the time Services are rendered. The Summit Equine Rate Schedule will be provided to me at the time Client enters into this Agreement and the Rate Schedule is herein incorporated by reference. Client understands and agrees that fees for Services rendered are due and payable regardless of the success or failure of said Services as no guarantee is provided for the Services unless otherwise provided in this Agreement. Summit Equine reserves the right to revise the Fee Schedule at the commencement of each breeding season without notice and at any time with notice to me for any Horse(s) requiring special services or management or presenting handling issues. Client will be invoiced at completion of Services. Billing invoices are due and payable upon receipt. Any unpaid balances not paid within thirty (30) days of the invoice date will accrue an 18% per annum late fee, regardless of the amount of the unpaid balance, for each month an unpaid balance remains.

5. Duration and Termination: This Agreement shall remain in force and effect for the duration of time the Horse(s) is/are at Summit Equine for mare management and veterinary Services, unless the Agreement is terminated in writing by either party. Client and Summit Equine understand and agree that Horse(s) may be at Summit Equine on an intermittent basis, with periods of absence between, and acknowledge that this Agreement shall remain in effect any time the Horse(s) return(s) to Summit Equine unless and until this Agreement is terminated or modified in writing by the mutual consent of Client and Summit Equine. Notwithstanding the termination of this Agreement, all amounts due hereunder remain due and owing and Summit Equine's rights provided by Section 5(d) shall remain effective and enforceable until all amounts invoiced are paid in full. Client understands and agrees that, in the event either party terminates this Agreement at any time, and any amounts due Summit Equine remain unpaid as of the termination date, Summit Equine will not release any Horse(s) until all amounts Client owes are paid in full. The security interest and lien rights provided in Section 5(d) above shall remain on the Horse(s) for the amount due as well as any fees incurred after the termination date to continue to board the Horse(s) and collect the amount due.

6. Ownership Transfer: Should Client transfer any interest in the Horse(s) during any period for which the Horse(s) is/are at Summit Equine, Client will immediately notify Summit Equine in writing of the transfer, and no further services will be provided by Summit Equine until any new owner or owners have executed a new Agreement with Summit Equine, and until Client has provided to Summit Equine a Bill of Sale. Upon transfer of ownership of the Horse(s), Client shall remain obligated to pay for all services provided beyond the date of transfer of title, until any new owner enters into an Agreement with Summit Equine and Client agrees to pay all amounts due.



7. General Terms:

a. Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the Horse(s) and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

b. Notice: Any notice or document required or permitted to be delivered hereunder shall be personally delivered, sent by Certified Mail Return Receipt Requested, or sent by overnight mail delivery addressed to Client and/or Client's Agent (if applicable) at the address set forth in Section 1 and Section 2 above, and to Summit Equine at 6460 Highway 219 NE, Gervais OR 97026, or such other addresses as either party may from time to time designate to the other by written notice. Any such notice shall be deemed given and effective upon receipt or refusal to accept receipt thereof. Notice may also be delivered by electronic mail delivery to Client and/or Client's Agent (if applicable) at the contact information set forth in Section 1 and Section 2 above, and to Summit Equine at info@summitequineinc.com and shall be deemed given and effective upon recipient's confirmation of receipt or recipients response thereby confirming same.

c. Waiver: No failure of Summit Equine to exercise any power given it hereunder or to insist upon strict compliance by Client of any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of Summit Equine's right to demand strict compliance with the terms hereof.

d. Severability and Modification: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Agreement nor the application of such term, covenant or condition to any other person or circumstance shall be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement can only be modified in writing signed by Client and Ryan or Dora Ferris.

e. Governing Law, Jury Waiver, and Time Limitation: This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All disputes relating to the interpretation and enforcement of the terms of this Agreement shall be resolved first by a mutually selected mediator which, if unsuccessful within thirty (30) calendar days from the date of referral to mediation, then by the state court located in Marion County, Oregon, and the parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. The parties agree to waive a trial by jury. Client agrees that any and all claims and/or causes of action, for injury, damage, breach of contract, or other claims or losses, by Client, Client's Agent, or their respective clients, employees, or anyone acting on their behalf must be brought within one (1) year of the date of the occurrence or contract breach giving rise to such claim or loss, and Client's recovery for property loss shall be limited to \$100.00. The prevailing party shall be entitled to recover its attorneys' fees and costs incurred in enforcing the terms of this Agreement and/or in defending or prosecuting any such claims.

f. Construction: Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The parties agree that the Agreement shall be equally applied to both parties not construed more strictly against one as the drafter of the Agreement.

g. Headings: The headings in this Agreement are used for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any of its provisions.

h. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the and the same instrument.

i. Execution: Client certifies that he/she has read this entire Agreement and understands that the signing of this Agreement is a condition of Client receiving veterinary Services for Client's Horse(s) from



Summit Equine. Client acknowledges that Client has other sports medicine service facilities to choose from, and voluntarily intend on Client's own behalf and Client's spouse, relatives, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns, to be bound by the terms and conditions contained herein. By signing below, Client agrees to all the terms contained in this Agreement and further acknowledges that Client is not acting in reliance upon oral promises or statements from any person whatsoever.

IN WITNESS WHEREOF, Client has caused this Agreement to be executed as of the date stated below.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Emergency Contact Name and Phone: \_\_\_\_\_