



CV DRESSAGE, INC. SERVICES RELEASE AGREEMENT
THIS AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

Thank you for retaining CV Dressage, Inc. (“**CVD**”), Courtney Vesel-Seha, to provide your requested equine related services. This CV Dressage, Inc. Services Release Agreement (“**Agreement**”) will govern the services provided by CVD at your request as the owner or authorized lessee of the horse described below to receive the requested services, or, if applicable, the owner of the saddle for fittings and/or repairs. This Agreement applies to all horses/saddles owned by you receiving services and applies to any and all services provided by CVD, including but not limited to, PEMF, body clipping, saddle fittings and/or repairs, and saddle sales (collectively “**Services**”)

Horse Information

Reg. Name: _____

Horses Barn Name: _____

Breed: _____

Gender: _____ Year Foaled: _____ Color: _____ Height: _____

1. As the owner or authorized lessee of the above-described horse (“**the horse**”) or, if applicable, the saddle for fitting and/or repair, by signing below, I represent and confirm that I have the requisite authority to execute this Agreement and agree to be bound by its terms. I hereby consent to and authorize the performance of the following Services as well as any additional Services I verbally consented to during the Services that may not be listed here:

2.. I understand that in preparation for or during the performance of the Services, unforeseen conditions may be revealed that necessitate an extension or different Services than those requested, or CVD may determine, in its sole discretion, that CVD is unable to provide the requested Services due to the behavior or a condition of the horse (i.e. the horse is not tolerating clipping, horse is lame and cannot be ridden as required for saddle fitting, the horse is a danger to him/herself/others/and/or equipment in refusing the Services, horse has not been bathed appropriately for clipping etc.). Therefore, I hereby consent to and authorize the performance of such other Services as are deemed necessary and desirable in the exercise of CVD’s professional judgment and, if the Services must be cancelled due to the behavior or condition of the horse, I agree to remain responsible for the full cost of CVD’s scheduled appointment as well as any repairs to equipment that may be needed as a direct result of my horses behavior.

3. **PAYMENT AND CANCELLATION POLICY:** I understand and agree payment for Services is due at the time of the scheduled appointment. CVD accepts venmo f&f (@Courtney-Vesel), Zelle (919-607-1883), Check (written to CV Dressage), Square (plus a 3% processing fee), and exact cash. I understand and agree that any Services cancelled by me within 24 hours of my appointment time will be charged \$25 and Services canceled the same day will be charged \$50, regardless of the reason for my cancellation. Exception is for medical emergencies. Out of state appointments are subject to a \$50 cancel fee within 24 hours and full price fee for same day cancellations.

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I also understand and agree that I will be charged the full Service price if my horse is not available for the prescribed service at the time and location of the scheduled Services appointment. I agree to pay the entire amount due prior to scheduling a subsequent appointment for Services. I agree to pay the \$50 dirty horse fee if applicable if my horse is not sufficiently bathed for his/her body clipping appointment. Payments not rendered same day for services will incur a \$10 late fee.

4. I understand and agree that CVD requires my presence, or the presence of another individual acting on my behalf, to attend the Services provided by CVD and accept responsibility for handling the horse as needed for CVD to provide the requested Services. CVD may waive this requirement in writing on a case-by-case basis and I understand the waiver of this requirement does not waive any other terms of this Agreement at any time.

5. I understand CVD requires the wearing of an ASTM/SEI certified equestrian riding helmet (“**Helmet**”) for anyone mounted on the horse for purposes of CVD providing Services. I am not relying on CVD to provide a Helmet, check a Helmet or its harness strap for proper fitting, or monitor the wearing of a Helmet at any time.

6. I have been advised as to the nature of the Services and the risks involved. I acknowledge that the results cannot be guaranteed. I understand and agree that horses are inherently unpredictable and prone to injury, illness, and other harm to themselves and/or others in the course of Services as well as after services have been provided, without acts of negligence or other fault by CVD or others.

7. I understand and agree that CVD is not a medical service provider, is not staffed with or supervised by veterinarians, and that the Services are not provided by a licensed veterinarian.

8. I understand and agree that CVD is authorized, but not obligated, to secure veterinary care (including such care as may be necessary, in CVD’s sole discretion, to protect the life or health of the horse or other horses in CVD’s care), farrier care, transportation, and any other care required for the health, well-being, and/or other benefit of the horse. CVD does not expressly or impliedly accept responsibility for identifying, diagnosing, or treating any injury or illness, whether routine or emergency in nature. I shall be responsible for the costs of all such care and I shall pay for said costs under the same terms and at the same time as the fee for the Services. CVD may arrange billing of such care directly to me if applicable.

9. I accept sole responsibility for carrying mortality and major medical insurance coverage on the horse and understand and agree that CVD does not carry any such insurance for me, the horse, or my other property.

10. I hereby agree to accept all liability and to fully release, defend, indemnify and hold harmless the Released Parties for any loss, damage, or other claim (including related attorneys’ fees and costs) (collectively “**Loss**”) that may be sustained by myself, the horse, the equipment provided for Services, any person within close proximity to the Services equipment or the horse, and any other property as a result of the horse or saddle receiving the Services and reacting adversely to such Services, whether caused by negligence or other fault of the Released Parties (other than gross negligence, willful or wanton, or intentional wrongdoing). Released Parties shall include: CV Dressage, Inc.; Takt Saddlery; Courtney Vesel-Seha; the owner, lessor, and/or lessee of the real property where the or incident causing the Loss occurred; and, each of their respective domestic partners, spouse, heirs, beneficiaries, relatives, agents, assigns, employees, volunteers, contractors, working students, instructors, guests, visitors, members, managers, officers, directors, owners, and others acting on their behalf (collectively “**Released Parties**”).

11. I agree that this Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved by the state court in Durham County, North Carolina. I agree that any claims for my Loss against Released Parties surviving this Agreement must be brought within one (1) year of the date accrued and any surviving claim for personal property Loss is limited to two hundred and fifty dollars (\$250). I agree to reimburse Released Parties for any and all attorneys’ fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving or relating to me or my horse. I agree to waive trial by jury in any action with Released Parties.

12. I agree that if any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and Courtney Vesel-Seha.

13. I understand that there may be photos & videos taken while participating or being in close proximity to CVD. CVD, their partners, and sponsors have my permission to use these photos on their social media sites, and other marketing materials including but not limited to brochures, business cards, flyers, etc.. I understand that I can contact CVD in writing if I would like a photo of myself removed within a reasonable amount of lead-time. I have read this release of liability, waiver of claims, assumption of risks and indemnity agreement, fully understand its terms, understand that I have given up substantial and monetary rights by signing it, and sign it freely and voluntarily without any inducement.

14. I certify that I have read this entire Agreement and understand that the signing of this Agreement is a condition of my receiving Services from CVD. I know that I have other Services providers to choose from, and voluntarily intend on my own behalf and my spouse, relatives, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns, to be bound by the terms and conditions contained herein.

15. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from mounting, riding, showing, dismounting, walking, grooming, feeding, use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, rearing, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

Appointment to be booked:

30 Minute PEMF Session _____ Hour PEMF Session _____ Equine Full Body+Legs PEMF Session _____

Saddle Fitting _____ Sale Evaluation _____ Billet Repair _____

Body Clip Type (include if saddle patch left, requested clip on head if hunter clip, bridle path) _____

Expectations

- Please have your horse inside, groomed, and ready to be seen by your appointment time. Give yourself plenty of time for this. If your appointment starts at 9 am, please do not roll up at the barn at 8:58 to first catch your horse.
- If you have a PEMF session or body clip scheduled, I will need access to good lighting as well as an electrical outlet within 6 feet of a safe and solid area to work with the horse. I.e: Crossties, aisle, hitching post, dry spot (no mud).
Please have any extension cords already run by appointment time.
- If you have a body clip scheduled, please thoroughly bathe your horse within 24 hours of your appointment time. This means shampoo and conditioner EVERYWHERE. (Body, legs inside and out, and head.) Use a curry comb to get to the base of the coat/the skin. A sponge will not work for a clip bath. Rinse thoroughly, rebathe if necessary until water runs clear. Horse must be fully dry by appointment time, and may NOT be turned out between bath and clip. Leave in a stall or hand graze (do not allow to roll) until appointment time. A dirty or wet horse will be subject to a fee of \$50.
Horse will be considered dirty if there is a dirt spot or wet spot larger than my hand on any part of the horse.
 - Reminder: I can not provide PEMF on your horse if it has had any sort of injection within 72 hours of their appointment. PEMF before injections is OK. This applies to sedatives, vaccines, and joint injections.
- All horses will be required to be ridden at their saddle fitting appointment. If your horse can not be ridden due to injury, please inform CVD when booking. Rescheduling until they are able to be ridden may be necessary.

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By receiving and signing this form, I agree to all of CV Dressage PEMF Therapy and Sales policies. I understand that my appointment will not be booked without signing and returning this form. This form may be reused and applied to subsequent and future appointments. I also understand that due to the nature of traveling for each appointment and issues that may pop up at each appointment, my time may have to be adjusted slightly. CV Dressage will be communicative and will give proper notice if she is running behind or early.

Appointments must be paid for same day of service or will be subject to a \$10 late fee.. CV Dressage accepts checks, Venmo, Square or exact cash. Square will be subject to a 3% processing fee.

Signature: _____ Date: _____

Printed Name: _____ Phone _____

Email: _____ Address _____

Emergency Contact Name and Phone: _____

Barn Facility Name/Service Address if different than above:

Initial _____