



**Double HH Ranch**  
**PO Box 243**  
**Whitt, TX 76490**  
**940-325-6304**

## Equine Hauling Agreement

This Equine Hauling Hold Harmless Agreement (the "Agreement") is being entered into as of \_\_\_\_\_, 20\_\_\_\_, by Ralph T. Hull,  
DBA Double HH Ranch ( name), of 1003 Lamkin Rd 76067 (zip)  
 ("Hauler"), and \_\_\_\_\_ (name),  
 of \_\_\_\_\_ (street address), \_\_\_\_\_  
 (city), \_\_\_\_\_ (state), \_\_\_\_\_ (zip) ("Owner").

1. Purpose of Agreement. Owner would like Hauler to transport the horse identified in Section 2 on behalf of Owner. In consideration for Hauler transporting Horse, Owner agrees to release Hauler and certain other parties from all claims as set forth in this Agreement.

2. Horse. The Agreement shall apply to \_\_\_\_\_ (name), \_\_\_\_\_  
 (registration number), a \_\_\_\_\_ (color) \_\_\_\_\_ (breed) ( ) mare ( ) stallion ( ) gelding (check one) foaled in  
 \_\_\_\_\_ (year) ("Horse").

3. Hold Harmless Agreement.

3.1. Owner's Agreement. Owner understands that transporting horses is inherently dangerous and expressly assumes the risks associated with having Hauler haul Horse. In particular, during loading or unloading, Horse may fall, rear up, bolt or otherwise become injured or die. During hauling, Horse may fall down, rear up or otherwise become injured or die. Hauler's trailer, hitch or hauling vehicle equipment may malfunction or fail, causing injury or death to Horse. Other horses in or near Hauler's trailer may cause injury or death to Horse. Hauler may be involved in a motor vehicle accident while hauling Horse, and Horse may become injured or die as a result. Owner expressly assumes all risks of having Hauler haul Horse, including the risk that Hauler, Hauler's family members, employees, contractors, agents, shareholders, partners, officers or directors (collectively, the "Hauler Parties") may be negligent. Accordingly, Owner agrees upon behalf of him- or herself, his or her heirs, guardians and legal representatives, not to sue the Hauler Parties or otherwise make a claim against the Hauler Parties in connection with any injury or death associated with Hauler hauling Horse.

Owner's initials: \_\_\_\_\_

3.2. Protective Equipment. Hauler highly recommends that Owner use the following protective equipment on Horse for loading, hauling and unloading: head bumper and leg wraps or shipping boots. Such equipment can help protect Horse against lacerations, bruises and other injuries. If Owner chooses not to use such protective equipment, Owner assumes all increased risk of injury or death to Horse resulting from Owner's choice.

Owner's initials: \_\_\_\_\_

3.3. Waiver of Unknown Claims. Owner understands that Owner's state laws or regulations may contain provisions designed to prevent Owner from waiving claims that are unknown to Owner at the time Owner agrees to a waiver of claims. Owner agrees to waive all rights that Owner might otherwise have under such laws or regulations.

Owner's initials: \_\_\_\_\_

4. Damage to Hauler's Equipment. If Horse or Owner damages Hauler's trailer or other equipment, Owner will promptly pay to repair or replace the damaged equipment.

Owner's initials: \_\_\_\_\_

5. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties. 408-251-3876

6. Governing Law and Venue. This agreement shall be governed by the laws of \_\_\_\_\_ (state). The parties hereby agree that any legal action under the Agreement must be brought in \_\_\_\_\_ County, \_\_\_\_\_ (state).

7. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this Section 7, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Hauler: Owner:

By: \_\_\_\_\_ By: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_