

## HORSELESS HORSE GROOM CONTRACT

This contract is made between \_\_\_\_\_ (Horse Owner) and \_\_\_\_\_ (Horseless Horse Project Member) for the project year \_\_\_\_\_ to outline the rights and responsibilities of each party under the Waushara County 4-H Horseless Horse Groom Program. The purpose is to help everyone understand their role in making this opportunity safe and successful for all involved.

**PURPOSE:** The purpose of the Horseless Horse Groom Program is to offer the Horseless Horse Project member an opportunity to work with a horse owned by a 4-H member or 4-H leader. Emphasis in this program is on ground handling, grooming, care, and safety of horse and caretaker. The Horseless Horse Project member may act as the owner's groom at the county fair, and may enter the Horseless Horse classes at the fair. This is not intended to be the sole activity of the horseless horse project.

### Rights And Responsibilities Of The Horse Owner

1. The horse owner may interview and request interaction of the member with the horse to determine if they are suitable for each other.
2. The horse owner should attempt to provide as many experiences in horse care to the member as the owner, member and member's parent or guardian feel are appropriate and safe. Meeting times should be mutually agreed upon.
3. If upon evaluation of the member's abilities, the horse owner does not feel that the member is able to handle the horse in a safe manner, the owner may deny the member the opportunity to use the horse in any public exhibition or activity, including the County Fair.
4. The horse owner may terminate the contract at any time if the terms of the agreement are not met.

### Rights And Responsibilities Of The Member

1. The member is responsible for initiating contact with the horse owner to establish a schedule to meet, discuss arrangements for participating in clinics (i.e. horse camp) or public exhibition (i.e. county fair).
2. This agreement is for the project year stated, and is not automatically renewable. The member is responsible for finding a horse to work with each project year if desired.
3. The member shall follow all rules established by the horse owner for the use of the horse. These rules should be in writing and attached to this agreement, if possible.
4. The member shall provide his or her own show outfit, safety helmet, boots, or other items of a personal nature required for the program. The member shall respect the owner's equipment he or she is allowed to use, and is responsible for the proper care of it during his or her use.
5. The member may terminate the contract at any time if the terms of the agreement are not met.

### Requirements Of The Program

1. Between May 1 and August 25 of the project year, the member should complete a minimum of 20 hours of work with the horse. The hours should be logged.
2. The member shall complete a Project Record Sheet for Horseless Horse for inclusion in the member's record book.
3. It is NOT necessary for the member to exhibit the horse in the County Fair for successful completion of the program.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Horse Owner Signature

\_\_\_\_\_  
Horseless Horse Member Signature

\_\_\_\_\_  
Member's Parent or Guardian Signature

*See Other Side For More Important Information*

**FACTS ABOUT THE PROJECT**

HORSE NAME: \_\_\_\_\_

BREED: \_\_\_\_\_ AGE OF HORSE \_\_\_\_\_

WHERE WILL HORSE BE KEPT: \_\_\_\_\_

MONTHLY BOARDING OR OTHER CHARGE: \_\_\_\_\_

RESPONSIBILITY FOR (circle who is the responsible party):

Veterinary Care	Owner	Member	Farrier Care	Owner	Member
Feed	Owner	Member	Bedding	Owner	Member
Shelter Daily Care	Owner	Member	Transportation	Owner	Member

OTHER TERMS OF OUR AGREEMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IMPORTANT LIABILITY NOTICE**

All parties should remember that horses are large animals, and the care and riding of horses is considered by Wisconsin Law to be inherently dangerous. Horse owners are making their animals available for use without profit for the benefit of 4-H members interested in horses. The Wisconsin Recreational Activities Law (Sec. 895.52 Wis. Stats.) applies to activities conducted under this agreement:

**895.52 Recreational Activities; limitation of property owner’s liability**

**(1) Definitions.** In this section:

...(b) *Injury* means an injury to a person or to property.

...(c) *Private property owner* means any owner other than a government body or nonprofit organizations, that owns, leases or occupies property.

...(f) *Property* means real property and buildings, structures and improvements thereon, and the waters of the state...

...(g) *Recreational activity* means any outdoor activity, undertaken for the purpose of exercise, relaxation or pleasure, including practice or instruction in any such activity.. [It] includes...horseback riding...animal training.

**(2)No duty; immunity from liability.** (A) Except as provided in subs (3) to (6), no owner and no officer, employee or agent of an owner owes to any person who enters the owner’s property to engage in a recreational activity:

1. A duty to keep the property safe for recreational activities.
2. A duty to inspect the property, except as provided under s.23.115(2).
3. A duty to give warning of an unsafe condition, use or activity on the property.

(b) Except as provided in subs (3) to (6), no owner...is liable for any injury to, or any injury caused by a person engaging in a recreational activity on the owner’s property...

**This is a summary of the applicable statutory sections of this law.**

**Anyone wishing a more complete understanding of the provisions of this law should consult an attorney.**