

Russell Ranch and Services

Livestock Transportation Agreement/Assumption of Risk and Waiver

Owner of livestock: _____

Address: _____

Phone# _____

This agreement is made between _____ (herein after referred to as the Owner) and Russell Ranch and Services (herein referred to as RRS).

1. Livestock to be Transported:

Name: _____ Age: _____ Sex: _____

Breed: _____ - Reg #: _____

Color/Markings: _____ Brands: _____

Other Info: _____

2. Pickup Location/Information:

Contact Name _____

Number(s): _____; _____

Address: _____

Commencing on or about the _____, day of _____, _____.

3. Delivery Location/Information:

Contact Name: _____ Number(s): _____; _____

Address: _____

Arriving on or about the _____, day of _____, _____.

4. Livestock Owner Agrees:

A. Owner will make all arrangements for and assume all costs and responsibilities of all required health certificates, tests, brand inspections, and other livestock hauling requirements of the state of _____. Certificates indicating all required health certifications, tests, brand inspections, and all other livestock hauling requirements shall be presented prior to loading the animal(s), and RRS shall maintain these certifications during the duration of the transportation.

5. RRS Agrees

A. RRS will use reasonable care to transport, feed and care for the aforementioned animal(s), but makes no guarantees as to the health or physical condition of the animal(s) upon departure, transportation, or arrival.

B. RRS will provide food and water breaks for the animal(s).

6. Insurance of animal(s) in Transit

Owner understands and acknowledges that RRS does not insure the animal(s). Owner is responsible for obtaining insurance. If the Owner elects not to secure insurance, then Owner personally assumes all risks, expenses or liabilities associated with the transport, care or feeding of the aforementioned animal(s).

A. Owner will maintain (and provide proof of insurance along with all necessary health papers mentioned above in #4A) current animal(s) mortality insurance. _____ - Owner Initials. Proof of this insurance must be presented to RRS prior to the loading of the animal(s) for transportation.

OR

B. Owner elects not to carry animal's(s') mortality insurance and assumes ALL risks therein (to include but not limited to injury, death, illness or disease, physical damage or harm).
_____ - Owner Initials

7. Emergency Agreements of Transporter & Owner

A. In the event the animal(s) require the services of a veterinarian, RRS will attempt to notify the Owner. In the event the Owner cannot be reached, the Transporter is hereby authorized, as agent for the Owner to call the first available licensed Veterinarian of RRS's choice. All fees charged by said Veterinarian shall be the sole and exclusive responsibility of the Owner, with no liability whatsoever to RRS for such fees.

B. If the Owner is unreachable and RRS bears the initial cost of the above-described service in subsection (A), Owner agrees to reimburse RRS for all veterinary services, drugs and other medical supplies in the event of an emergency or as RRS deems necessary for the well-being of the aforementioned animal(s). These fees are to be paid in full before the animal(s) are unloaded.

8. Release and Waiver of Liability, Indemnification

Owner agrees, promises and covenants not to sue, assert or otherwise maintain or assert any claims against RRS or its agents or employees, for any injury, death, disease, or damage to the aforementioned animal(s) arising from or in connection with RRS's transport, care or feeding of said animal(s) or from any claims asserted by other third parties in connection with RRS's transport of the animal(s).

Owner further releases, waives, discharges, and covenants not to sue, RRS, nor any of its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers regarding any and all claims arising as a result of RRS's transport of the aforementioned animal(s).

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless RRS, its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers from any and all claims, lawsuits, losses, and liability arising out of RRS's transport of the aforementioned animal(s). Further, RRS does not waive its Governmental/Sovereign Immunity by executing or entering into this Waiver and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101, et seq., and all other applicable laws.

9. Entire Agreement

Owner understands that this is the entire agreement between Owner and RRS, its agents or employees, and it supersedes and cannot be modified or changed in any way the representations or statements of any agent or employee of RRS or Owner.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, AND AGREE TO BE BOUND BY ITS TERMS IN ITS ENTIRETY.

Executed this _____ day of _____, 20__.

Owner:

