

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

H. ROUTINE HORSE CARE REQUIREMENT The boarded horse(s) must participate in THIS STABLE'S worming, immunization and teeth floating program, the cost of which shall be borne by OWNER.

I. IN EVENT OF BOARDED HORSE ILLNESS OR INJURY Should the horse(s) become sick or injured, THIS STABLE shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform THIS STABLE regarding measures to be taken, or if the state of the animals health requires immediate action, THIS STABLE is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.

J. VISITOR PERMISSION TO HANDLE HORSE(S) In the event someone other than the OWNER and / or his family members call for the boarded horse(s) at THIS STABLE, such parties shall have written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse(s).

K. OWNER ACCEPTANCE OF RESPONSIBILITY OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to THIS STABLE by OWNER. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees, and agents caused by or in relation to the OWNER'S boarded horse(s). OWNER agrees to at all times maintain adequate accident / medical insurance to cover OWNER and family members.

PERSONAL LIABILITY INSURER _____ POL. # _____

ACCIDENT/MEDICAL INSURER _____ POL. # _____

L. RELEASE OF LIABILITY In consideration of THIS STABLE undertaking the board and relating services under the terms set forth herein, I the undersigned OWNER, do agree to hold harmless and release THIS STABLE, it's owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence; and I do further agree that except in the event of this stable's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to, or loss by death, of the boarded animal(s), and/or sustained by me and/or my minor children or legal ward in relation to the premises and operations of THIS STABLE.

M. INHERENT RISKS AND NATURE OF THE HORSE WARNING Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger.

N. RIDING HELMET WARNING OWNER is hereby warned by THIS STABLE that all horse handlers should consider wearing properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while mounting, riding, dismounting and being around horses, may prevent or reduce severity of some head injuries and may prevent death happening as a result of a fall or other occurrence.

O. DIRECT LOSS TO PERSONAL PROPERTY WARNING OWNER is hereby warned that while on THIS STABLE'S premises direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer is not covered by THIS STABLE'S insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

P. AGREEMENT SCOPE AND TERRITORY This agreement shall be legally binding upon THIS STABLE and the OWNER and OWNER'S parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state of domicile of THIS STABLE and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with State Law then that single part is null and void.

Q. LIEN AGAINST BOARDED ANIMAL The OWNER hereby grants a possessory lien against the boarded animal(s) to THIS STABLE for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charges go unpaid THIS STABLE shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE.

R. OWNER RIGHT OF TERMINATION Upon _____ days written notice to THIS STABLE the OWNER may terminate this Agreement for any reason. THIS STABLE shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded.

S. ADDITIONAL AGREEMENTS Additional agreements should be individually initialed by each party. If none, check box

ALL OWNERS AND PARENTS OR LEGAL GUARDED, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES:

SIGNER STATEMENT OF AWARENESS

I / WE, the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement.
I / WE further attest that all stated facts are true and accurate.

SIGNATURE OF OWNER # 1 _____ DATE _____ SIGNATURE OF OWNER # 2 _____ DATE _____

SIGNATURE OF OWNER # 3 _____ DATE _____ SIGNATURE OF OWNER # 4 _____ DATE _____

by _____

THIS STABLE name (print) _____ AUTH. REPRESENTATIVES SIGNATURE _____ TITLE _____

OWNER NAME _____ OWNER PHONE: _____

AND ADDRESS _____ OWNER PHONE: _____

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OWNER NAME _____ OWNER PHONE: _____

AND ADDRESS _____ OWNER PHONE: _____