

HORSE BOARDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

**This form must be completed by and for each participant.
Los Piños Equestrian Center, INC. (LPEC)**

PREMISES OWNERS NAME hereinafter known as "This Stable" or "LPEC".
LOCATION OR ADDRESS 109 Yucca Avenue, Florence, CO 81226

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. DEFINITIONS The term "BOARDER" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "HORSE", "EQUINE", and "ANIMAL" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. BOARDING services may include the provision of designated horse riding and training arenas and open space, in which the BOARDER can ride and work with their horses at times that are specified by LPEC. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "WE", "ME" or "MY" shall herein refer to the BOARDER(S) and the parents or legal guardians thereof if a minor.

B. AGREEMENT PURPOSE This agreement is entered into by and between LPEC and _____ the boarder.

The term of this Agreement shall be month to month[]/day to day[] effective on _____ through _____ subject to compliance with all rules and policies of the Equestrian Center. The purpose of the agreement is to provide horse boarding and feeding facilities at LPEC. The parties mutually agree to the following terms and conditions:

c. BOARDER INFORMATION:

Boarder's Name _____
Boarder's Address: _____
Street _____
City, State, Zip _____
Home Phone: _____ Work: _____
Mobile: _____
Email Address _____
Emergency Contact: _____

d. HORSE TO BE BOARDED

 by LPEC is hereby stated as follows:

1. Name of Horse _____ ID # _____ Age/year foaled _____
Breed _____ Height _____ Color _____ Mare or gelding _____
Approximate Value \$ _____ Current Insurer _____ Pol. No. _____

Note: Our insurance covers liability (care, custody and control) up to \$1,000 you will be responsible for covering any stated value above that limit.

Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: _____
Other Pertinent Information _____
Markings _____

2. Name of Horse _____ ID # _____ Age/year foaled _____
Breed _____ Height _____ Color _____ Mare or gelding _____
Approximate Value \$ _____ Current Insurer _____ Pol. No. _____

Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: _____
Other Pertinent Information _____
Markings _____

E. LPEC will provide:

Boarding (full care) _____ Describe includes bedding in stalls, grain (as available), fresh water, grass hay, alfalfa or any desired mix up to 3 heavy flakes.

Full care includes all the following – check and describe as needed.

- Regular grain feedings _____ Describe Strategy Equine Sr Sweet feed
 Arena Use/Other facility use _____ Describe _____
 Handling for Vet/Farrier _____ Describe _____

Extras – not included in full care – price to be negotiated

Extra feedings (eg noon feeding of hay or grain \$10/month) Describe _____

Turnout _____ 1x/week @ \$10/month, 2x/week @ \$20/month,
 3x/week @ \$30/month

Describe (including location, alone or with others etc) _____

Blanketing (we are happy to provide the occasional blanketing service for free if you are unexpectedly unable to come out for a weather change, but if you need us to do it regularly, we will charge for it) \$10/month _____ Describe _____

Grooming _____ Describe _____

Exercise/Conditioning _____ Describe _____

Training/Schooling _____ Describe _____

Riding Instruction _____ Describe _____

Hoofcare/Barefoot Trim \$25/6 weeks Describe _____

General health/care items billed as used salt block supplements (either we purchase or you can) Regular worming (\$15/3 months) Shot clinic (spring \$50, fall \$25-50)

Wound care (per case basis, typically we are able to help treat most things and will do so without charge, but more time consuming issues may incur a fee) _____

Special Stalling for foaling, stall rest or special needs \$25-40/month _____

Foal Watch – begins as the mare bags up to continue 3 days after foaling \$2-10/day depending upon the number of night checks

Other _____ Describe _____

Note: The Extra fee schedule may change at any time. Should such a change be required, LPEC will give OWNER no less than 10 days written notice.

F. TERMS OF BOARDING SERVICES I / WE AGREE THAT (CHECK ONE):

In Consideration of the above, Boarder Agrees to Pay LPEC monthly charges, paid in advance, of \$200/month/horse for **full service**, in advance, **on or before the 10th day of each month** (or a late fee of \$25 will be added and compounded). LPEC hereby acknowledges a total receipt of \$0 which constitutes the first month's and last months stabling and board. LPEC has the right to increase the monthly charges by giving 10 days written notice, which shall be delivered by standard U.S. Mail to Boarder, at the address shown above. This agreement shall remain in effect from month-to-month for from the effective date of this agreement unless terminated in writing by either party, with 10 days advance notice for any reason.

In Consideration of the above, Boarder Agrees to Pay LPEC daily charges, paid in advance, of \$10/day/horse for **full service, on the 1st day of the board**. This agreement shall remain in effect from day-to-day for from the effective date of this agreement unless terminated by either party for any reason. Any unpaid days must be paid before the **BOARDED ANIMAL** may be removed from the premises.

G. LIEN AGAINST BOARDED ANIMAL(S) I / WE AGREE THAT The BOARDER hereby grants a possessor lien against the boarded animal(s) to LPEC for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charges go unpaid, LPEC shall be entitled to exercise the right to enforce said lien according to the laws of Colorado. **LOS PINOS EQUESTRIAN CENTER RESERVES THE RIGHT TO TERMINATE AND VACATE THE BOARDER'S STALL. A GENERAL LIEN FOR UNPAID FEES EXISTS ON ALL BOARDED ANIMALS IN ACCORDANCE WITH THE LAWS OF COLORADO.**

THE EQUESTRIAN CENTER ALSO RESERVES THE RIGHT TO LOCK ANY STALL(S) TO FURTHER SECURE THE FINANCIAL OBLIGATION OF THE BOARDER.

H. LATE CHARGE BOARDER UNDERSTANDS THAT IF ANY PAYMENT IS NOT RECEIVED BY THE 10th DAY OF ANY MONTH, A LATE CHARGE OF \$ 25 WILL BE ASSESSED FOR EACH RENTED STALL. THIS AMOUNT WILL BE CHARGED AT THE CLOSE OF THE 10TH BUSINESS DAY. THE LATE FEE WILL CONTINUE TO BE CHARGED COMPOUNDING EVERY 10TH DAY THAT THE ACCOUNT IS IN ARREARS. BOARDERS IN ARREARS MAY BE DENIED USE OF THE FACILITIES UNTIL ALL PAYMENTS ARE CURRENT.

I. FEE SCHEDULE CHANGES: I / WE AGREE THAT: Fee schedule may change at any time and should fees change, LPEC shall give BOARDER no less than 30 days written notice.

J. BOARDED HORSE HEALTH WARRANTY I / WE AGREE THAT: Each horse to be boarded shall enter the premises and maintained free from transmissible diseases, and must be effectively wormed, and current on Immunizations. New horses may be placed in a quarantined area up to 2 weeks.

K. LPEC'S RIGHT OF TERMINATION I / WE AGREE THAT: LPEC may terminate this agreement to board any horse(s) for any reasons which may include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and / or vices which LPEC is not equipped to handle; BOARDER'S refusal to obey LPEC's rules or to cooperate with LPEC on reasonable requests relative to the management, welfare and safety of animals and people on premises; and in event of the discontinuation of the business of boarding of horses. Normally 30 days notice will be given, except where health or safety of others is at risk After all fees have been paid in full this Agreement is concluded. Failure to pay fees or other charges as due shall entitle LPEC to immediately terminate this Agreement and to keep the animal in LPEC'S possession until all fees and charges are paid in full. LPEC reserves the right to immediately terminate this Agreement in the event that a horse or a horse/rider combination is dangerous. If boarder refuses to remove the horse, LPEC management will do so at the boarder's expense.

L. BOARDER'S RIGHT OF TERMINATION I / WE AGREE THAT: Upon 30 day's written notice to LPEC the BOARDER may/ terminate this Agreement for any reason. LPEC shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. After all fees have been paid in full this Agreement is concluded.

M. BOARDER AGREES TO RULES OF THE STABLE I / WE AGREE THAT all rules and policies of LPEC will be followed. Any violations to the published Facilities Rules and Polices will be administratively handled as per the published rules. LPECS Rules and Policies are subject to change at anytime and become effective once posted on the Facilities Public Notice Bulletin Board.

N. BOARDED HORSE ILLNESS OR INJURY I / WE AGREE THAT: Should the horse(s) become sick or injured, LPEC shall attempt to notify the BOARDER immediately. If the boarder does not immediately inform LPEC regarding measures to be taken, or if the state of the animal's health requires immediate action, LPEC is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The BOARDER shall promptly pay all expenses for all services.

Veterinarian Name _____ Phone # _____

O. BOARDER ACCEPTANCE OF RESPONSIBILITY I / WE ACKNOWLEDGE THAT: BOARDER has inspected LPEC'S premises and / or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for BOARDER'S horse(s) and BOARDER, BOARDERS family, guests and visitors who enter the premises. BOARDER is responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody or control of the BOARDER, BOARDER'S family members, and invitee or other handler or agent appointed by them. This will be in effect whether the BOARDER is physically present at the facility or not.

P. VISITOR PERMISSION TO HANDLE HORSE(S) I / WE AGREE THAT: In the event someone other than the boarder has intent to call for the boarded horse(s) without the supervision of the BOARDER, such parties shall have clear written permission or other agreed upon pre-arranged permission from the BOARDER(s) to remove, handle, or ride specific boarded horse(s). BOARDER agrees that anyone riding or handling their horse(s) will have a signed liability release on file, with LPEC management and visitors will follow the facility rules.

Q. ASSUMPTION OF RISKS I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse /equine / animal activities, regardless of all feasible

safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. 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 harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has 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; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger.

I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on LPEC to list all possible risks for me.

R. CONDITIONS OF NATURE WARNING. UNFAMILIAR AND SUDDEN SIGHTS. SOUNDS AND MOVEMENTS WARNING I/WE ACKNOWLEDGE THAT: LPEC is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on LPEC to list all possible conditions for me.**

s. PROTECTIVE HEADGEAR / WARNING I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by LPEC that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and /or driving, training, and / or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on LPEC and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or In the future. I understand that helmets must always be worn when jumping and must always be worn by individuals under 18 years.

T. DIRECT LOSS TO PERSONAL PROPERTY WARNING I /WE AGREE THAT: The BOARDER is hereby warned that while on LPEC'S premises, direct loss, damage, theft, or injury to BOARDER'S horse(s), tack, equipment, trailer, and other personal property is not covered by LPEC'S insurance. The party who has the financial interest in and / or owns such items has the responsibility to insure the items under his / her own insurance policies.

u. Accidental / Medical and Personal Liability Insurance – I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my personal liability insurance company is _____ and my policy number is _____.

v. RELEASE QF LIABILITY I / WE AGREE THAT: In consideration of LPEC undertaking the board and related services under the terms set forth herein, I, the, undersigned BOARDER, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge LPEC, its boarders, agents, employees, officers, directors, representatives, assigns, members, boarders of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action

and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to LPEC'S and / or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except In the event of LPEC'S I shall not bring any claims, demands, legal actions and causes of action, against LPEC and ITS ASSOCIATES as stated above, in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of LPEC, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by LPEC, or In the care, custody or control of LPEC, whether on or off the premises of LPEC but not limited to being on LPEC'S premises.

w. ADDITIONAL AGREEMENTS Additional clauses to this contract may be entered here or attached on separate page(s). If none, check []

All Boarders and Parents or Legal Guardians must sign below after reading and completing this entire document. Spouses must sign for themselves Signer statement of Agreement

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ UNDERSTAND and agree to the AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

PRINT NAME OF BOARDER # 1 _____

SIGNATURE OF BOARDER # 1 _____ DATE _____

PRINT NAME OF BOARDER # 2 or PARENT OR LEGAL GUARDIAN _____

SIGNATURE OF BOARDER # 2 _____ DATE _____

BOARDER INFORMATION

HOME PHONE: _____ ADDRESS _____

WORK PHONE: _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____

RELATIONSHIP TO BOARDER _____

Other Authorized Names/Access _____

Authorized Names are the names of people you will allow access to your horse and the type of access (i.e. can ride, can haul, can feed, etc.) Please be specific if you need to. If a person asks to be allowed access to your horse, they will be denied unless listed here. You will assume all liability included in this contract on behalf of the name listed here.

List any minors in your custody that will be brought to the property. Signing this document acknowledges that you are responsible for the safety of any minors you bring to the property. If the child is too young to understand the nature of horses, they should be with proper supervision at all times. Please do not bring minors without the written consent of their parent or guardian (we have a form that can be provided.)

Boarding Agreement Approved by _____ Date _____