

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE FOR

BLUE FOX FARM

Hereinafter known as "THIS STABLE"

LOCATED AT: 9645 Rancho Drive, Escondido, CA 92029

PLEASE READ CAREFULLY BEFORE SIGNING

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S)

IT IS HEREBY AGREED TO AS FOLLOWS: THAT

A. DEFINITIONS

The term "OWNER" 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(S)" and "ANIMALS(S)" shall herein refer to all equine species, and also to the specific animal(s) 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 care for the animal(s) by a party who does not generally have financial interest in the animal(s). 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 term "I", or "ME" or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor.

B. OWNER INFORMATION

Name of Owner _____

Home Address _____

(no PO Boxes please)

Home phone () _____ Cell Phone () _____

Fax () _____ email address _____

Place of employment or business name: _____

Business address _____

Business phone () _____

Billing address _____

(if different)

Nearest Relative _____ Phone # () _____

C. DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED by THIS STABLE

Is hereby stated as follows:

Name of Horse _____

Breed _____ Color _____ Age _____ Sex _____

Current Insurer _____ Policy # _____

Insurer Emergency Phone No. _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

D. AGREEMENT PURPOSE and CONSIDERATION At the commencement of this agreement OWNER agrees to pay the sum of \$950 per month per animal, in consideration for THIS STABLE undertaking the board of the animal(s) listed under Clause C. Monthly charges are to be paid in advance and are due on the **first day of each month**.

ALL BOARD PAID AFTER THE 5TH OF EACH MONTH IS SUBJECT TO A \$50.00 LATE CHARGE. BLUE FOX FARM shall have and is hereby granted a lien for any and all unpaid boarding and other charges resulting from boarding of said horse.

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BILLING

BLUE FOX FARM does not send out invoices requesting payment of board. It is the owner's responsibility to pay all monies owed on the first of each month. Owners may mail board to 9645 Rancho Drive, Escondido, CA 92029 or may pay in person at Blue Fox Farm. Make sure payment arrives before the 5th to avoid late charges. Late charges will be strictly enforced.

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E. OPERATIONS

BLUE FOX FARM reserves the right to relocate horse to like accommodations on premises as BLUE FOX FARM deems necessary. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated as rates applicable at the time of said return.

F. THIS STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME.

Should such a change be required, THIS STABLE shall give OWNER no less than 30 days written notice.

G. BOARDED HORSE HEALTH WARRANTY

Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed and current on immunizations for tetanus, flu, and rhino.

H. ROUTINE HORSE CARE REQUIREMENT

The boarded horse(s) must participate in THIS STABLE's worming, immunization, and teeth floating programs, the cost of which shall be borne by OWNER.

I. IN EVENT OF BOARDED HORSE ILLNESS OR INJURY

The boarded horse(s) become sick or injured, THIS STABLE shall attempt to telephone the OWNER. If the OWNER does not immediately inform THIS STABLE regarding measures to be taken, or if the state of the animal's 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.

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STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEET, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify THIS STABLE of any and all changes of address, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well-being, and/or medical treatment of the horse(s). If no person is so designated THIS STABLE will make all medical decisions as the Owners agent.

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OWNERS INSTRUCTIONS- If owner is not reached _____

J. RISK OF LOSS – INSURANCE

- a) It is agreed that during the term of this Contract, the risk of loss shall be assumed by OWNER in the event of loss or injury of the horse(s) and Owner agrees to hold BLUE FOX FARM harmless from such loss or injury.
- b) BLUE FOX FARM IS NOT RESPONSIBLE FOR TACK OR ANY OTHER ARTICLES STORED AT FACILITY

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K. OWNERSHIP – POSSESSION

- a) OWNER warrants that he owns said horse(s), or has full lease or possession rights thereto, and that there are no liens against said horse(s), express or by operation of law.

L. TAXES AND LIENS

- a) OWNER agrees to pay, when due, any taxes levied against said horse(s) by reason of his operator’s possession thereof, and to pay all other taxes levied.
- b) In the event someone other than the OWNER calls for the horse, such person shall have written authority signed by the owner to obtain the horse.
- c) OWNER agrees to abide by all the rules and regulations of the stable. No horse shall be allowed to be removed from the stable unless the bill is paid in full.

M. HOLD HARMLESS

- a) OWNER agrees to hold BLUE FOX FARM harmless from any claim resulting from damage or an injury caused by said horse(s), including attorney’s fees and court costs.
- b) BLUE FOX FARM, its agents or employees shall not be liable for any damage which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, horse or property.
- c) OWNER agrees to assume all responsibility and risk arising out of engaging or participating in equestrian activities at BLUE FOX FARM, and hold its teachers, counselors, trainers, employees, harmless from all damages or liability for any injury to person, horse or property arising for any reason whatsoever.

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N. THIS STABLE’S RIGHT TO REFUSE BOARD

THIS STABLE reserves the right to refuse the continuation of board of any horse(s) for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which THIS STABLE is not equipped to handle; owner’s refusal to obey stable rules or to cooperate with THIS STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding of horses. In such event THIS STABLE shall give OWNER thirty (30) days written notice to remove boarded animal(s) from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle THIS STABLE to immediately terminate this Agreement, and to keep the animal(s) in THIS STABLE’s possession until all fees and charges are paid in full.

O. 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 re-arranged permission to remove, handle or ride specific boarded horse(s).

P. OWNER ACCEPTANCE OF RESPONSIBILITY

OWNER has inspected THIS STABLE’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 responsible level of safety for OWNER’s horse(s) and OWNER’s family, guests and

visitors who enter the premises. 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, 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.

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PERSONAL LIABILITY INSURER _____ POL.# _____

ACCIDENT/MEDICAL INSURER _____ POL.# _____

Q. RELEASE OF LIABILITY

In consideration of THIS STABLE undertaking the board and related 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, insurer's 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 ITS 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 child or legal ward in relation to the premises and operations of THIS STABLE.

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R. 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 20 times larger, 20 to 40 times more powerful, and 3 to 7 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ 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.

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S. RIDING HELMET WARNING

OWNER is hereby warned by THIS STABLE that all horse handlers and riders should purchase, and wear 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 even prevent death happening as a result of a fall or other occurrence.

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T. MEDICAL

All owners/riders shall carry their own Medical/Accident insurance.
Persons to contact in case of emergency:

Name

Address

Phone

Doctor to Notify: _____
Name(s) Phone

Insurance Company _____ Policy # _____

U. RISK OF LOSS AND STANDARD OF CARE

During the time that the horse(s) is/are in the care, custody and control of THIS STABLE, THIS STABLE shall not be liable for any sickness, disease, estray, theft or death or injury which may be suffered by the horse(s) or any other cause or action whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of THIS STABLE, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse OWNER, or OWNER's guest, may receive on THIS STABLE's premises.

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The OWNER fully understands that THIS STABLE does not carry any insurance on any horses not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of THIS STABLE are to be borne by the OWNER. THIS STABLE strongly recommends equine mortality and medical insurance be obtained applicable to the subject horse(s) by OWNER.

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In no event shall THIS STABLE be held liable to OWNER for equine death or injury in an amount in excess of one thousand dollars (\$1,000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of one thousand dollars (\$1000) at OWNERS expense, or forego any claim for amounts in excess of one thousand dollars (\$1000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide THIS STABLE with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

V. HOLD HARMLESS

OWNER agrees to hold THIS STABLE harmless from any and all claims arising from damage or injury caused by said horse(s), to anyone, and defend THIS STABLE from any such claims. OWNER agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with THIS STABLE.

W. 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, trailer and automobile 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.

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X. AGREEMENT SCOPE AND TERRITORY

This agreement shall be legally binding upon THIS STABLE and the OWNER and OWNER's parent's or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the State of California and will be interpreted and enforced under the laws of THIS STATE OF CALIFORNIA. Any disputes by the OWNER shall be litigated in and venue shall be in SAN DIEGO COUNTY.

