

Circle T Ranch

20010 Fargo Avenue

Lemoore, CA 932345

Cellular: 559.288.9537

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HORSE BOARDING AGREEMENT & LIABILITY RELEASE

This agreement is made between _____ hereinafter referred to as _____
(Owner of Equine)

To as "you", and **Circle T Ranch or CTR.**, referred to as "**Stable**" or "**we**".

Primary Contact Person: _____

Address: _____

Phones: _____

Home _____

Cell _____

Email: _____

1. BOARDING FEES: In consideration of a monthly boarding fee of _____, Stable agrees to board Horse beginning _____, on a month-to-month basis. Fees are due on the 1st of the month. Late fees accrue in the sum of five dollars (\$5.00) per day beginning on the 5th day of the month.

2. DESCRIPTION OF HORSE (HEREINAFTER REFERRED TO AS "HORSE"):

Name: _____ DOB: _____ Sex: _____ Height _____

Breed: _____ Color: _____ Tattoo _____

Markings _____ Brand: _____

3. OWNERSHIP: You warrant that you own Horse, and that there are no liens, or encumbrances on Horse. Further you warrant that the horse has no known contagious disease at the time the horse enters the property.

4. WHO MAY HANDLE, RIDE OR REMOVE HORSE: The following person(s) have permission to handle/groom, ride, and/or transport Horse. (Initial all that apply.) **Each individual must sign a liability release form prior to handling/riding/removing Horse.**

Name _____ handle/groom _____ ride _____ transport _____

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Name _____ handle/groom _____ ride _____ transport _____

Name _____ handle/groom _____ ride _____ transport _____

Name _____ handle/groom _____ ride _____ transport _____

Name _____ handle/groom _____ ride _____ transport _____

Name _____ handle/groom _____ ride _____ transport _____

HERE IS WHAT WE AGREE TO DO:

5. STALL AND BOARD: _____ daily feedings of hay and feed concentrate, daily stall cleaning, daily turnout, and adequate water. We also agree to feed nutritional supplements provided by you, and to provide blanketing service during winter months.

HERE IS WHAT YOU AGREE TO DO:

6. PRIOR TO HORSE ARRIVAL: We will **not** receive your horse unless we receive the following in advance of the horse's arrival:

- a. Negative Coggins report, dated less than one year ago
- b. Vaccination report from a veterinarian

7. VACCINATION AND COGGINS: While Horse remains at Stable, you agree to keep Horse's vaccinations current according to standard veterinary recommendations, including: E/W Encephalomyelitis, Tetanus, Rabies, Equine Herpes Virus (EHV4/1), Influenza A1-A2, Rhino pneumonitis and West Nile Virus.

8. DEWORMING: You agree to comply with current recommendations of the American Association of Equine Practitioners. As of 2009, these recommendations include (a) fecal egg count report prior to Horse's arrival, with repeats every three to six months, and (b) deworming with a dewormer that contains praziquantel twice annually (once during fly season and once during the winter freeze.)

9. SHOEING: You agree to have Horse shod/trimmed at regular intervals consistent with generally accepted standards of horse care. You are responsible for the cost of horse shoeing, but **you agree to pay the farrier at the time Horse is shod.**

10. CARE/EXERCISE/TRAINING: You are responsible for all grooming, care, exercise, or training of Horse.

11. LEASES: If you decide lease your horse, you will provide us with a copy of your lease agreement and you will ensure that your lessee signs a liability release for Stable.

OTHER ITEMS/AGREEMENTS/NOTICES

12. EMERGENCY CARE: If Horse requires emergency treatment but we are unable to reach you, we have the authority to secure emergency veterinary, farrier and/or other care up to the following financial limit \$ _____; however, we have no responsibility to pay for such emergency care. If veterinarian advises euthanasia, do you give permission? _____
If no, explain what measures you want taken:

13. PROPERTY DAMAGE: You agree to pay for damage to stalls, or other property caused by your horse(s), over and beyond normal wear and tear.

14. TERMINATION OF AGREEMENT: Either party (you or us) may terminate this boarding agreement at their discretion, and agree to give **thirty (30) days-notice prior to termination.** No horse will be allowed to leave Stable unless all bills are paid in full.

15. RISK OF LOSS: While Horse is boarded at Stable, Stable shall not be liable for any injury, sickness, death or theft suffered by the horses. You fully understand that you assume all risks. You agree to hold Stable

harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding or for any other reason for which the horse is on the premises of Stable, are to be borne by you.

16. ATTORNEY'S FEES/COSTS: In the event of a default, or in the event Stable must retain an attorney to enforce the terms of this Agreement, Stable shall have the right to recover attorney's fees and costs from you.

17. SUCCESSORS/ASSIGNMENTS: You cannot assign this agreement unless Stable agrees in writing. The terms, conditions and covenants of this agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

18. NOTICE OF INSURANCE: You are advised that direct loss or damage/injury to Horse, tack, equipment, vehicles, and trailers is NOT covered while on these premises by Stable. You are encouraged to ensure that your property is insured under an appropriate insurance policy.

19. RULES OF CONDUCT: You agree to abide by the RULES OF CONDUCT stated in the addendum to this boarding agreement. You are responsible for ensuring that your guests also abide by these rules. WE RESERVE THE RIGHT TO REFUSE ADMITTANCE TO NON-HORSE OWNERS, OR TO DIRECT THEM OFF THE PREMISES. Flagrant disregard for RULES OF CONDUCT constitutes grounds for immediate termination of boarding agreement.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR ANY INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. HORSE OWNER ALSO ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT ON THIS DATE.

HORSE OWNER _____

DATE _____

BY _____

DATE _____

Guardian for minor

STABLE PERSONNEL _____

DATE _____

EMERGENCY CONTACT INFORMATION FOR HORSE OWNER (WHO TO CALL IF YOU ARE INJURED)

CONTACT: _____ Relationship _____

Phone Number(s) _____

Any special disorders, allergies, conditions, list here:

EMERGENCY CONTACT INFORMATION FOR HORSE:

CTR PREFERRED VETERINARIAN

Gayle O'Bannon, DVM
559.392.4204

HAS YOUR HORSE EVER COLICKED? IF YES, HOW SEVERE, AND HOW LONG AGO?

HAS YOUR HORSE EVER FOUNDERED, HAD SURGERY, OR HAD A SERIOUS INJURY? IF YES, HOW LONG AGO?

Any special disorders, allergies, conditions, describe here:

MAJOR MEDICAL INSURANCE

Insurance Company's Name _____

Phone No. _____

Policy Number _____

HORSE OWNER

Circle T Ranch

RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY

1. Each participant who engages in an equine activity expressly assumes the risks of engaging in and the legal responsibility for injury, loss, or damage to person or property resulting from the risks of equine activity.
2. I fully understand that horseback riding and horse-related activities are very dangerous activities which no amount of care, caution, instruction or expertise can eliminate. I wish to participate in these activities knowing that they are dangerous. I accept and assume all risks of injury or death and I represent and warrant that I have the authority to provide this Release.
3. To the fullest extent allowed by law, I, on behalf of myself, my family, my heirs, successors, and assigns and anyone claiming any interest through me or on my behalf, knowingly, intentionally, and voluntarily waive, release, indemnify, and agree to hold harmless **Circle T Ranch** its agents, and employees (Releases) from any such actions, suits, claims, damages, and liability (including attorney fees and costs) that I, my family, my heirs, successors, assigns, and anyone else claiming interest through me or on behalf, may have for any loss, damage, injury, paralysis, or death to myself or any other person or property arising out of my participation in horseback riding, training, and related activities, whether such loss, damage, injury, paralysis or death results from the active or passive negligence of Releases, I hold harmless and release Stable from any and all claims and damages which may occur from participating in any and all activities sanctioned by Stable.
4. To the fullest extent allowed by law, I WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releases, whether based on negligence, breach of contract, breach of warranty, strict product liability, dangerous condition of property, or any other legal theories.
5. This document is a legally binding contract, which supercedes any other agreement, or representation by or between the parties and which is intended to provide a comprehensive Release of liability and agreement not to sue me.
6. The undersigned further expressly agrees that the foregoing Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of **CALIFORNIA** and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. The undersigned further agrees that should any dispute arise between the parties arising from or relating to this Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, that the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

I HAVE READ THIS RELEASE & THE BARN MANUAL AND AGREE TO THE CONTENTS THEREIN.

Signature _____ Date _____

Print Name _____ Signature of Stable _____

Address & Phone _____