

**Horse Boarding Agreement and Liability Release
(Required by THIS STABLE'S Insurance)**

Rancho Tujunga - A Private Riding Club. , Hereinafter known as "THIS STABLE"
11900 Big Tujunga Canyon Road, Tujunga CA 91042

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. The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the animal which is contracted to be boarded under this agreement. The term "HORSE" and "ANIMAL" shall herein refer to all equine species and also to the specific animals to which this agreement refers. The term "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 animal. 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", "ME", or "MY" shall herein refer to the OWNER and the parents of legal guardians thereof if a minor.

B. AGREEMENT PURPOSE AND CONSIDERATION. At the commencement of this agreement OWNER agrees to pay the sum of \$_____ per month per animal, in consideration for THIS STABLE undertaking the board of the animal listed under Clause C below.

C. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED By THIS STABLE is hereby stated as follows:

1. Name of Horse: _____
Breed: _____ ID#: _____
Color: _____ Sex: _____ Age: _____
Current Insurer (if any): _____
Insurer Emergency Phone Number: _____
Disclose Horse's Vices, Unique Habits, Etc.: _____

D. FEE SCHEDULE FOR BOARDING SERVICES. THIS STABLE shall NOT provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement. OWNER shall pay THIS STABLE for boarding services as below checked:

BOARD-Includes: 12 X 24 Stall w/ NO Bedding included
HAY (THIS STABLE will provide and feed twice daily Alfalfa, Oat or Grass.)

E. BOARDED HORSE HEALTH WARRANTY. Each horse to be boarded shall enter the free from Transmittable diseases and must be effectively wormed, with current immunizations for tetanus, rabies, EEE, WEE, and influenza. OWNER must present the following up-to-date documents to THIS STABLE prior to the entry onto THIS STABLE'S premises:

Negative Coggins Test Vet. Health Certification (if shipped from out of State)

F. THIS STABLE HAS THE RIGHT TO REFUSE BOARD. THIS STABLE reserves the right to refuse the continuation of board of any horse 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 at all times 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 discontinuation of the business of boarding horses. In such event, THIS STABLE shall give OWNER 24 hours notice to remove boarded animal 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.

G. IN EVENT OF BOARDED HORSE ILLNESS OR INJURY. Should the horse 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 animal's health requires immediate action, THIS STABLE, is authorized to request the service 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.

H. VISITOR PERMISSION TO HANDLE HORSE. In the event someone other than the OWNER and/or his family members call for the boarded horse at THIS STABLE such parties shall have written permission or other agreement upon prearranged permission to remove, handle, or ride boarded horse.

I. 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 reasonable level of safety for OWNER'S horse and OWNER, OWNER'S family, guests, and visitors who enter the premises. OWNER agrees to be responsible for any and all damages, injuries, and loss of life caused by the animal while on the premises of THIS STABLE.

J. 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, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers and other acting on THIS STABLE'S behalf (herein after collectively referred to as "associates") of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the of THIS STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action 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 and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of THIS STABLE, to include being near horses owned by or in the care, custody and control of THIS STABLE whether on or off the premises of THIS STABLE.

K. 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 activities 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 is. If a rider falls from a horse to ground it will generally be at a distance of 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.

L. RIDER HELMET WARNING. I AGREE THAT: I for myself and on behalf of my child/legal ward have been fully warned by THIS STABLE that all horse handlers and riders should purchase and wear protective head gear which meets or exceeds the quality standards of SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet while riding and being near horses and I do understand that the wearing of such head gear 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.

M. 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, 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 or other insurance policy or under a separate policy as in the case of the loss of a horse.

N. ADDITIONAL AGREEMENTS Additional agreements should be individually initiated by each party. If none, check this box.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS 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, and assumptions of risk and release agreement. I/We further attest that all stated facts are true and accurate.

SIGNATURE OF OWNER #1

DATE

Rancho Tujunga Michael Moncreiff (Owner)
SIGNATURE

DATE

OWNER NAME AND ADDRESS:

OWNER PHONE NUMBER:

EMERGENCY PHONE NUMBER:

DATE OF ARRIVAL:

AT: