

## **EQUINE BOARDING, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT**

THIS EQUINE BOARDING, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT (the "Agreement") is entered into by and between CONNECTIONS BOARDING STABLE, INC. (the "Stable"), a California corporation, and the undersigned, as further identified in Exhibit A, effective the Effective Date. In exchange for good and valuable consideration, the parties mutually agree to the following terms and conditions:

1. Boarder hereby engages Stable to provide boarding services, subject and pursuant to the Terms of Boarding Services as set forth in Exhibit B.

2. Boarder and Owner acknowledge and agree, as substantial consideration for Stable entering this Agreement, the Terms of Boarding Services include release, waiver and indemnity provisions. Boarder and Owner expressly agrees that such provisions are intended to be as broad and inclusive as permitted by the law of the State of California in that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Boarder and Owner hereby waive any and all rights based upon the provisions of California Civil Code section 1542, which reads as follows:

*"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."*

3. References to the Boarder in this Agreement and its exhibits include Owner, unless otherwise required by context, if Owner is different from Boarder.

4. All exhibits referred to in this Agreement and attached hereto are hereby incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth herein.

**Date:** \_\_\_\_\_ ("Effective Date")

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

### **BOARDER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### **OWNER (if different from Boarder)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### **CONNECTIONS BOARDING STABLE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**BOARDER, OWNER, AND HORSE INFORMATION**

**Boarder Information (“Boarder”):**

Boarder’s Name: \_\_\_\_\_

Boarder’s Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Farrier Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Owner Information (“Owner”):** (if different from Boarder)

Owner’s Name: \_\_\_\_\_

Owner’s Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Boarded Animal Information (“Horse”):**

Registered Name (if applicable): \_\_\_\_\_

Registry # (if applicable): \_\_\_\_\_

Nickname (if any): \_\_\_\_\_

Breed: \_\_\_\_\_ Sex: \_\_\_\_\_

Foal Date: \_\_\_\_\_ Color: \_\_\_\_\_

**EXHIBIT B**  
**TERMS OF BOARDING SERVICES**

1. Term. The term of this Agreement is month-to-month.
2. Right of Termination. Boarder and Owner agree that Stable may immediately terminate this Agreement by written notice to Boarder **for any reason**, which may include but is not limited to:
- Animal's poor health or unsoundness;
  - Dangerous propensities, habits and/or vices which Stable is not equipped to handle;
  - In the event that Horse or a Horse/Rider combination is dangerous ("Rider" is a person who rides a horse mounted or otherwise handles or comes near a horse from the ground);
  - Boarder failure to pay Fees (as defined below);
  - In the event that a horse or a horse/ rider combination is dangerous.
  - Boarder's refusal to obey the Stable's rules or to cooperate with the Stable on reasonable requests relative to the management, welfare, and safety of animals and people on premises; and
  - Discontinuation of the business of boarding of horses.

If Boarder refuses to remove the Horse within seven (7) days' of such notice, the Stable may: (i) levy a holdover fee on Boarder equal to \$250.00; (ii) charge Boarder holdover fees equal to 150% of the Fees most recently in effect as to Boarder; and/or (iii) remove the Horse at Boarder's sole cost and expense.

3. Boarder's Right of Termination. Boarder agrees that, upon thirty (30) days' written notice to the Stable, the Boarder may terminate this Agreement for any reason. The Stable shall be paid for all Fees Boarder incurs up to the date of termination, and this Agreement shall only terminate after all Fees have been paid in full.

4. Regular Boarding Services. The Stable will provide boarding services to Boarder and Horse at Stable's facility located at 22400 Indian Springs Rd, Salinas CA 93908 ("Regular Services"). Regular Services shall include daily, routine husbandry, food, and physical space for the Horse. Specifically, the Stable shall provide the following:

- *Feed*: Horse will be fed twice per day. Horse will not receive more than 2 flakes per serving unless other arrangements have been made.
- *Cleaning*: Horse's stall will be cleaned once per day.

5. Special Services. The Stable will also provide the following additional services ("Special Services"). Together, Regular Services and Special Services are referred to herein as the "Services."

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6. Boarding Fees. In exchange for the Services, Boarder shall pay the following ("Fees"):

Boarding Fee:	\$ _____ per _____
Trailer Parking:	\$ _____ per _____
Special Services Fee:	\$ _____ per _____
Special Services Fee:	\$ _____ per _____
Special Services Fee:	\$ _____ per _____

Boarder and the Stable may agree that the Stable will provide certain *ad hoc* services to Boarder or Horse outside of the Regular and Special Services listed above. Fees for such services will be determined by Boarder and the Stable at the time such services are agreed upon.

Boarder may pay by cash, check, or card. Auto pay option is available. Cards will be automatically charged on the first of each month. All checks must be made out to "Connections Boarding Stable, Inc." and delivered to P.O. Box 8194, Salinas, CA 93912. Notwithstanding anything else in this Agreement, at its sole discretion, the Stable may refuse a check and demand payment by cash or card. All Fees paid shall be paid in advance, on or before the 1st day of each month. Fees will be considered late on the 3rd day of each month and a late fee of \$50.00 will be added for each rented stall. Boarders in arrears may be denied use of the facilities until all payments are brought current.

7. Damage to Facilities/Modifications. The Stable will notify the Boarder of any damages caused by Boarder or Horse throughout the term of this Agreement and ask for reimbursements as necessary to repair such damage. Boarders are not allowed to modify/repair the facilities without prior written approval of the Stable.

8. Lien Against Horse. **The Boarder and Owner hereby grant a lien against the Horse to the Stable for the value of all unpaid Fees and expenses (including veterinary expenses).** Should such Fees and expenses go unpaid, the Stable shall be entitled to exercise the right to enforce said lien according to the laws of the State of California. The Boarder and Owner acknowledge and agree that if Fees or amounts due for the care of the Horse are past due, the Stable has, pursuant to Civil Code § 3080 *et seq.*, a lien on the Horse as well as any other personal property such as tack, equipment, trailers, etc. left in the care of the Stable for the amount of any balance due and outstanding to the Stable as well as any amount the Stable has paid to secure Services on the Horse's behalf. The Stable shall have the right, in accordance with the procedures set forth in the statute, to sell the Horse and any such personal property and apply the proceeds of the sale to the amount due to the Stable from the Boarder. **The Owner and Boarder hereby waive any requirements in the statute for a public sale of the Horse or personal property, and consent to private sale if the Stable is entitled by law to sell the Horse or personal property, and if, in the sole opinion and discretion of the Stable, private sale is likely to result in as high or higher price for the Horse or personal property.** If any sale pursuant to this paragraph does not result in a price sufficient to satisfy the Boarder's obligation to the Stable, the Boarder shall remain liable to the Stable for any remaining balance. If such sale results in an amount exceeding the amount owed to the Stable by the Boarder, any such excess shall be remitted to the Boarder. In the event the Boarder fails to make payment in accordance with the provisions of this Agreement, neither accommodation made by the Stable, nor failure by the Stable to enforce its rights, shall be deemed a waiver of the Stable's right under this Agreement.

9. Fee Schedule Changes. Boarder agrees that the Fees may change at any time and should Fees change, the Stable shall give Boarder no less than thirty (30) days' written notice.

10. Status of Horse. Owner and Boarder represent and warrant that: (1) Owner(s) is/are the sole owner(s) of the Horse; (2) no other person or entity holds any lien hold, mortgage or ownership interest or the Horse; (3) the Horse is in good health and has not been exposed to any contagion within the 60 days immediately preceding boarding; (4) the Horse has never exhibited any dangerous propensities (biting, striking, kicking, etc.) that would pose an unreasonable risk of harm to other animals or people; (5) the Horse is current with respect to its Mandatory Inoculations (as defined in below); and (6) Boarder will ensure that Horse receives Mandatory Inoculations during term of this Agreement.

11. Boarded Horse Health Warranty. Boarder agrees and warrants that Horse will be maintained free from transmissible diseases, and must be effectively de-wormed, and current on

inoculations. Up-to-date documents must be presented to the Stable by Boarder prior to the entry of Horse onto the premises. Upon arrival, new Horses may be quarantined for up to seven (7) days.

12. Mandatory Inoculations. Although the Stable reserves the right to require additional inoculations, or increase the frequency thereof, during the term of this Agreement, "Mandatory Inoculations" shall include the following: FLU-RHINO 2/YR.; EWT 1/YR.; and West Nile 1/YR.

13. Boarded Horse Illness or Injury. Boarder agrees that should the Horse(s) become sick or injured, the Stable shall attempt to notify the Boarder and/or Owner immediately. If the Boarder and/or Owner does not immediately inform the Stable regarding measures to be taken, or if the state of the Horse's health requires immediate action, the Stable is authorized and directed 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. If Boarder fails to pay such veterinary expenses, Boarder agrees the Stable shall be entitled to exercise the right to enforce the lien authorized above to satisfy such expenses.

14. Standard of Care. The Stable has the right to determine if the Horse is not receiving proper care. This care includes, but is not limited to, regular hoof trimming (trimming/shoeing every 8-10 weeks), grooming (knots in tails/manes), exercise, and veterinary care. The Stable will keep a file on each horse documenting care and specific needs. This file will contain a picture of the Horse in its current state.

15. Barn Rules. Until otherwise revised or supplemented, all rules and regulations posted at the facilities shall be strictly adhered to by each Owner, Boarder, and guest of Owner or Boarder. Failure to do so may result in termination of privileges and/or this Agreement.

16. Dogs. All dogs must be kept on a leash at all times. Boarder is responsible for any and all damages, injuries, or loss of life caused by or to the dog while present at the facilities. The Stable has, in its sole discretion, the right to prohibit any or all dogs from the facilities.

17. Use of Facilities. Use of the facilities is limited to the Stables area and the surrounding property. The Stables area includes the large multipurpose arena, the small arena, and a round pen.

18. Vendors. Boarder agrees that all vendors who Boarder requests to provide services for the Horse on the Stable's premises, including any veterinarian or farrier, must be licensed and insured and must follow all Stable rules.

19. Boarder Acceptance of Responsibility. **Boarder acknowledges and agrees that Boarder has inspected the Stable premises or has had the opportunity to inspect the premises and has chosen not to do so.** Boarder is satisfied that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the Horse, Owner, Boarder, Boarder's 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 while in the care, custody or control of the Owner, Boarder, Boarder's family members, Guest, invitee or other handler or agent appointed by them.

20. Guests and Invitees. Boarder and Owner may bring guests to the facilities ("Guests"), so long as such Guests meet the following conditions:

- The Guest(s) are accompanied at all times by the Boarder or Owner;
- No Guest may engage in any riding-related activity (mount, etc.) unless accompanied by Boarder or Owner or the Guest is experienced with horses and horse riding; and
- Each Guest complies at all times with all posted rules and regulations.

21. Guest Permission to Handle Horse(s). Boarder agrees that in the event a Guest will ride or handle the Horse without the supervision of the Boarder, such parties shall have clear written permission or other agreed upon pre-arranged permission from the Boarder to remove, handle, or ride the

Horse. **Boarder agrees that anyone riding or handling the Horse will have a signed liability release on file, with the Stable management and visitors will follow the facility rules.**

22. Assumption of Risks. **BOARDER ACKNOWLEDGES AND AGREES THAT RISKS, CONDITIONS, AND DANGERS ARE INHERENT IN (MEANING AN INTEGRAL PART OF) HORSE, EQUINE, AND ANIMAL ACTIVITIES, REGARDLESS OF ALL FEASIBLE SAFETY MEASURES WHICH CAN BE TAKEN, AND BOARDER AGREES TO ASSUME THEM IN FULL.** The inherent risks include, but are not limited to 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 animal'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 or confrontation with another animal, 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.

**The Boarder acknowledges and agrees that these are just some of the risks associated with equine activities and the Boarder is not relying on the Stable to list all possible risks.**

23. Conditions of Nature Warning/Unfamiliar and Sudden Sights, Sounds and Movements Warning. Boarder acknowledges and agrees that the Stable is NOT responsible for total or partial acts, occurrences, or elements of nature or sudden or unfamiliar sights, sounds, or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way (*e.g.*, 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). Boarder acknowledges and agrees irregular footing on out-of-door groomed or wild land is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. Boarder and its assigns agree to assume these risks and others not mentioned above. Boarder is not relying on the Stable to list all possible conditions.

24. Indemnification and Release. Boarder agrees to defend, indemnify and hold harmless the Stable, its owners, agents, employees, successors- and predecessors-in-interest, independent contractors, affiliates and representatives ("Releasees"), from any and all manner of claims, loss, debts, actions, proceedings, suits, expenses, attorney's fees, costs, damages and liabilities of any nature whatsoever in law or equity arising from or related in any way to this Agreement, the boarding of the Horse, or Boarder's or Boarder's guests' use of or presence on or about the facilities. Boarder agrees that Releasees shall not be liable for any bodily injury, including without limitation death, or property damage or loss, including without limitation injury to or loss of the Horse or personal property (tack, feed, etc.) kept at the facilities, whether or not caused by the negligence of a Releasee. Boarder acknowledges that the Stable has no responsibility to insure against such risks of loss and liability. To the extent Boarder procures insurance to insure against the above risks of loss and liability, Boarder shall cause its insurer to waive any right of subrogation against Releasees to the extent any loss sustained is covered by said insurance.

25. Protective Gear Warning. Boarder acknowledges and agrees that Boarder and its assigns have been fully warned and advised by the Stable that protective headgear (*e.g.*, a 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, or being near horses, and Boarder and its assigns understand that the wearing of such headgear 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. Boarder acknowledges and agrees he or she is not relying on the Stable or its associates to:

provide a certified helmet, check or inspect any headgear or headgear strap that Boarder may wear, or to monitor my compliance with this suggestion at any time now or in the future. Boarder and its assigns understand that helmets must always be worn when jumping, and must always be worn by individuals under 18 years old, without exception. Boarder further agrees to wear only closed-toed shoes while on the premises and surrounding areas.

26. Medical and Personal Liability Insurance. Boarder agrees that should medical treatment be required, Boarder or his or her accident/medical insurance company shall pay for all such incurred expenses.

27. Attorneys' Fees and Costs. If any action is necessary to enforce or interpret the provisions of this Agreement, the judge hearing such action shall be empowered to award attorneys' fees, including expert witness fees and costs, to the prevailing party. For purposes of this Agreement, "costs" shall not be defined as narrowly as they are in Code of Civil Procedure section 1033.5, but shall include all reasonable expenditures necessary to this action.

28. Alternate Dispute Resolution. Mindful of the high cost of litigation, the parties intend to and do hereby establish a quick, final and binding out of court dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this Agreement. Accordingly, if the parties are unable to agree, they do hereby covenant and agree to resolve their controversy through a two step dispute resolution process, first involving mediation and, if mediation is unsuccessful in resolving the dispute, then by arbitration. The mediator and the arbitrator (who shall be separate persons at the insistence of either party) shall be as may be agreed by the parties, or, failing agreement, by a retired judge(s) or justice(s) designated by, and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration and Mediation Services, Inc. (JAMS). In any mediation conducted pursuant to this paragraph, the provisions of California Evidence Code section 1152.5 shall be applicable to any mediation conducted hereunder to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In any arbitration conducted pursuant to this paragraph, the provisions of California Code of Civil Procedure Section 1283.05, allowing discovery, are incorporated in and made a part of this Agreement. Any arbitration award shall be enforceable in accordance with the California Arbitration Act, California Code of Civil Procedure section 1280, et seq.

29. Notices. Any notice to the Stable required by this Agreement will be deemed duly served when deposited in the United States mail, certified postage prepaid, addressed to the Stable at P.O. Box 8194, Salinas, CA 93912. Any notice to the Boarder or Owner, if general in nature, shall be deemed to be given when posted at the facilities, and if to the Boarder and/or Owner specifically, when deposited in the United States mail, certified postage prepaid, addressed to the Boarder's and/or Owner's address, as applicable, set forth in Exhibit A of this Agreement.

30. Personal Property of Boarder. The Stable shall not be responsible for maintenance, repair, or any damage to personal property of Boarder which is on the premises at any time either temporarily or permanently. Parking for trailers may be provided, however Boarder agrees to indemnify and hold harmless the Stable from any and all claims or damages arising out of Boarder's leaving of such personal property on the premises. In the event any personal property is missing or stolen, the Stable shall not be responsible for such items. Boarder acknowledges and agrees that while on the Stable's premises, direct loss, damage, theft, or injury to Boarder's horse(s), tack, equipment, trailer, and other personal property is not covered by the Stable's insurance. The party who has the financial interest in and/or owns such items has the responsibility to insure the items under his or her own insurance policies.

31. Prohibition Against Assignment or Subletting. Boarder shall not sublet or assign any rights conveyed hereunder without the Stable's prior, written consent.

32. Entire Agreement. This Agreement, including any attachments hereto, constitute the entire agreement between the Stable and Boarder and supersede all previous oral or written understandings and agreements between the parties, if any. This Agreement may not be amended except by written instrument executed by both parties hereto.

33. Governing Law. This Agreement has been negotiated, drafted and executed in Monterey County, California. The parties agree that this Agreement and the rights and remedies of the parties hereunder shall be governed by California law. Each party consents to the exclusive jurisdiction of the Superior Court of California in and for the County of Monterey with respect to any dispute which is not otherwise resolved as herein provided and for the enforcement hereof.

34. Severability. If any one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction (or by an arbitrator who adjudicates any dispute or interprets this Agreement) for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall not affect any other provisions hereof, and this Agreement shall be construed as if it did not contain any invalid, illegal or unenforceable provision.

35. Changes in Information. Owner and Boarder will notify the Stable in writing of any change of address or phone number and provide the Stable with appropriate emergency information if the Boarder is out of town.

36. No Presumption. The parties agree that any ambiguities or uncertainties shall be resolved by giving effect to the ascertained intent of the parties without any presumption against either by reason of California Civil Code section 1654. The parties acknowledge that this Agreement is the product of negotiations by both parties and that both parties have had opportunity for access to legal counsel

**[END OF TERMS OF BOARDING SERVICES]**