

HORSE BOARDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. **AGREEMENT PURPOSE** This agreement is entered into by and between Ann & Ray Vincent on behalf of White Oak Ranch and _____ the boarder. The term of this Agreement shall be month to month effective on _____ subject to compliance with all rules and policies of White Oak Ranch. The purpose of the agreement is to provide horse boarding and feeding facilities at White Oak Ranch. The parties mutually agree to the following terms and conditions:

B. **BOARDER INFORMATION:**

Boarder's Name _____
Boarder's Address: Street _____
City, State, Zip _____
Home Phone: _____ Work: _____ Cell: _____
Email Address: _____
Emergency Contact/ Name & Phone: _____
Veterinarian Name _____ Phone # _____

C. **HORSE TO BE BOARDED** by White Oak Ranch is hereby stated as follows:

Name of Horse _____ Equine License 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 _____

D. **WHITE OAK RANCH will provide:**

Feed (alfalfa) provided. Horse fed 2x/day and stalls cleaned at least 1x/day.

E. **TERMS OF BOARDING SERVICES I / WE AGREE THAT:**

1. In Consideration of the above, Boarder Agrees To Pay White Oak Ranch monthly charges, paid in advance, of \$ _____ for the stabling and board, **in advance, on or before the 5th day of each month** (or a late fee of \$ **25** will be added for each rented Stall). Boarders in arrears may be denied use of the facilities until all payments are current.
2. White Oak Ranch hereby acknowledges a security deposit of **\$100** for horses boarded in the shedrow. Upon termination of this agreement, White Oak Ranch will reimburse said security deposit within 30 days.
3. White Oak Ranch will notify the Boarder of damages to the facility (i.e. feeders, waterers, corrals, etc.) incurred throughout the term of this agreement and ask for reimbursements as necessary. Boarders are not allowed to modify/repair the facilities without the approval of White Oak Ranch.

F. 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 the White Oak Ranch. 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.

G. LIEN AGAINST BOARDED ANIMAL I / WE AGREE THAT the BOARDER hereby grants a possessor lien against the boarded animal(s) to White Oak Ranch for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charges go unpaid, White Oak Ranch shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE .

WHITE OAK RANCH 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 SECTIONS 3080 ET SEQ. OF THE CALIFORNIA CIVIL CODE.

WHITE OAK RANCH ALSO RESERVES THE RIGHT TO LOCK ANY STALL(S) TO FURTHER SECURE THE FINANCIAL OBLIGATION OF THE BOARDER.

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

I. 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. Up-to-date documents must be presented to White Oak Ranch by BOARDER prior to the entry of horse onto White Oak Ranch premises.

J. WHITE OAK RANCH'S RIGHT OF TERMINATION I / WE AGREE THAT: White Oak Ranch 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 White Oak Ranch is not equipped to handle; BOARDER'S refusal to obey White Oak Ranch's rules or to cooperate with White Oak Ranch 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 White Oak Ranch to immediately terminate this Agreement and to keep the animal in White Oak Ranch's possession until all fees and charges are paid in full. White Oak Ranch 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, White Oak Ranch management will do so at the boarder's expense.

K. BOARDER'S RIGHT OF TERMINATION I / WE AGREE THAT: Upon 30 day's written notice to White Oak Ranch the BOARDER may/ terminate this Agreement for any reason. White Oak Ranch 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.

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

M. BOARDED HORSE ILLNESS OR INJURY I / WE AGREE THAT: Should the horse(s) become sick or injured, White Oak Ranch shall attempt to notify the BOARDER immediately. If the boarder does not immediately inform White Oak Ranch regarding measures to be taken, or if the state of the animal's health requires immediate action, White Oak Ranch 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. **INITIAL _____ Date _____**

N. BOARDER ACCEPTANCE OF RESPONSIBILITY I / WE ACKNOWLEDGE THAT: BOARDER has inspected White Oak Ranch'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. **INITIAL _____ Date _____**

O. 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 the White Oak Ranch management and visitors will follow the facility rules. **INITIAL _____ Date _____**

P. 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 White Oak Ranch to list all possible risks for me.**

Q. CONDITIONS OF NATURE WARNING. UNFAMILIAR AND SUDDEN SIGHTS. SOUNDS AND MOVEMENTS WARNING I/WE ACKNOWLEDGE THAT: White Oak Ranch 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 White Oak Ranch to list all possible conditions for me.**

R. 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 White Oak Ranch 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 White Oak Ranch 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. **INITIAL _____ Date _____**

S. DIRECT LOSS TO PERSONAL PROPERTY WARNING I /WE AGREE THAT: The BOARDER is hereby warned that while on White Oak Ranch's premises, direct loss, damage, theft, or injury to BOARDER'S horse(s), tack, equipment, trailer, and other personal property is not covered by White Oak Ranch'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. **INITIAL _____ Date _____**

T. 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. **INITIAL _____ Date _____**

U. RELEASE OF LIABILITY I / WE AGREE THAT: In consideration of White Oak Ranch 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 White Oak Ranch, 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 White Oak Ranch's and / or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except In the event of White Oak Ranch's I shall not bring any claims, demands, legal actions and causes of action, against White Oak Ranch 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 White Oak Ranch, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by White Oak Ranch, or In the care, custody or control of White Oak Ranch, whether on or off the premises of White Oak Ranch but not limited to being on White Oak Ranch's premises. **INITIAL _____ Date _____**

All Boarders and Parents or Legal Guardians must sign below after reading and completing this entire document and initialing the required items. Spouses must sign for themselves

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 Boarder Name
Additional Family Members included in this agreement:

Boarder Signature

Date

Print Name

Signature

Date

Print Name

Signature

Date