

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

GREENLAWN EQUESTRIAN CENTER ("GEC")

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PLEASE READ CAREFULLY BEFORE SIGNING

GEC 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, which are contracted to be boarded under this Agreement. The term "HORSE" and "ANIMAL" shall herein refer to all equine species, and also to the specific animal 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 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", "ME", or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor.

OWNER: _____ **SS#** _____ - _____ - _____

ADDRESS: _____

HOME PHONE: _____ **BUSINESS PHONE:** _____

CELL PHONE: _____ **EMAIL:** _____

VETERINARIAN: _____ **PHONE:** _____

FARRIER: _____ **PHONE:** _____

EMERGENCY CONTACT _____ **PHONE:** _____

B. **DISCLOSURE OF INFORMATION** about horses to be boarded by GEC is hereby stated as follows:

NAME OF HORSE: _____ **AGE:** _____

BREED: _____ **COLOR:** _____

CURRENT INSURER: _____ **POLICY #:** _____

INSURER PHONE # _____ **INSURED VALUE \$** _____

Disclosure of Horses Vices, Unique Habits _____

Other Pertinent information (ID #) _____

If NOT insured, in the event that you cannot be reached and the vet is recommending transporting your horse to a surgical facility, what is your preference?

_____ **Colic Surgery** _____ **Euthanasia** **Signature** _____

C. AGREEMENT PURPOSE AND CONSIDERATION. At the commencement of this agreement OWNER agrees to leave one month deposit of \$_____ to be applied toward the first month's board which will begin on _____ and pay this amount every month thereafter per animal for basic boarding, in consideration for GEC undertaking the board of the animal(s) listed above under Section B. Monthly charges are due on the first of the month. A valid credit card must be on file at all times. In the event board is not paid by the 5th of the month, the credit card on file will be charged the full amount of the board due. GEC's FEE SCHEDULE MAY CHANGE AT ANY TIME. Should such a change be required, GEC will attempt to provide 60 days written notification where possible, but not less than 30 days.

Please initial that you have read and understand these provisions. _____ **(initial)**

VISA MASTERCARD Card # _____
(Circle One)

Expiration Date _____ **Security Code** _____

Name on Card _____

Billing Address _____

D. 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 EEE/WWW/tetanus, rabies, Potomac, Flu and Rhino. The following up-to-date documents are requested by the OWNER prior to the entry of horse onto GEC'S premises:

- a) **Negative Coggins (REQUIRED)**
- b) **Vet Health Certificate; and**
- c) **Immunization Schedule**

E. ROUTINE HORSE CARE REQUIREMNT. The boarder may participate in GEC's worming (every 8 weeks), immunization (Spring and Fall) and teeth floating programs (2 times a year), the cost of which shall be borne by OWNER or boarder may elect to have horses worming immunization and teeth floating program performed by others and then provide proof routine care was performed.

- F. **IN EVENT OF BOARDED HORSE ILLNESS OR INJURY.** Should horse(s) become sick or injured. GEC shall attempt to telephone the OWNER immediately. If the OWNER cannot be reached, GEC shall attempt to telephone the horse's veterinarian of record. If neither can be reached, GEC is authorized to request the services of a licensed veterinarian of its choice or to give other attention that appears necessary. The OWNER shall promptly pay the expenses for all services.
- G. **GEC'S RIGHT TO REFUSE BOARD.** GEC reserves the right to refuse the continuation of board for any horse(s) for any reason, to include but not be limited to: animal's poor health; dangerous propensities, habits or vices which significantly disturbs the management, welfare or safety of animals and/or people on premises.
- H. **OWNER ACCEPTANCE OF RESPONSIBILITY.** Owner has inspected GEC's premises and/or has in some other way satisfied him/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). 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 or control of the OWNER, OWNER's family members, invitee or other handler or agent appointed by them, and maintain personal liability, insurance on the boarded horse and to provide GEC copy of the same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER'S family members, invitees and agents caused 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.

ACCIDENT/MEDICAL INSURER: _____ **POLICY #:** _____

- I. **HORSE BOARDING AGREEMENT AND RELEASE OF LIABILITY.** In consideration of GEC undertaking the board and related services under the terms set forth herein, I the undersigned, OWNER, do agree to hold harmless and release GEC, its owners, agents, employees, officers, do further agree that except in the event of GEC's gross and willful negligence, I shall bring no claim, demands, actions and losses due to bodily injury, death, property damage, and injury to or loss by death to the boarded animal(s), and/or sustained by me and/or my minor child/legal ward in relation to the premises and operations of GEC.
- J. **INHERENT RISKS AND NATURE OF THE HORSE WARNING.** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks present in such activity despite all safety precautions. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human being. If a rider falls from a horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in the injury to the rider. Horseback riding is the only sport where a 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 instinct which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger.
- K. **RIDING HELMET WARNING.** OWNER is hereby warned by GEC that all horse handlers must wear property fitted and secured ASTM approved protective headgear (equestrian riding helmet) while mounted, and that wearing such headgear while mounting, riding, dismounting and being around horses may prevent or reduce the severity of some head injuries and may prevent death as a result of a fall or other occurrence.
- L. **DIRECT LOSS TO PERSONAL PROPERTY WARNING.** OWNER is hereby warned that while on GEC's premises direct loss, damage, theft, or injury to OWNER's horse(s), tack, equipment and trailer is not covered by GEC's insurance. The actual OWNER having financial interest in such items must carry his/her own personal property insurance under a homeowner's, tenants or other insurance policy, or under a separate policy as in the case of the loss of a horse.
- M. **AGREEMENT SCOPE AND TERRITORY.** This Agreement shall be legally binding upon GEC and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state of domicile of GEC and will be interpreted and enforced under the laws of New York. If any clause, phrase or word is in conflict with New York State Law then first single part is null and void.

N. **OWNER/LEASEE RIGHT OF TERMINATION.** Upon 30 days written notice to GEC the OWNER may terminate this Agreement for any reason. GEC shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded. The horse(s) cannot leave the premises until all fees have been paid. Payment of all outstanding fees by check must be made prior to two weeks before horse(s) intended departure date, or payment must be made by bank check or cash. Please initial that you have read and understand these terms. _____ **(initial)**

O. **PHOTO RELEASE.** OWNER hereby expressly consents to and authorizes the use and reproduction by GEC or any and all photographs and other audio-visual material taken of OWNER and/or boarded horse(s) for the use in marketing materials.

P. **OUTSIDE TRAINERS.** Trainers not employed by GEC are not allowed to instruct or train at GEC.

Q. **OTHER RIDERS** Any person riding my horse, including myself, is responsible for completing a GEC riding agreement and submitting it to a GEC employee before riding. I understand that it is my responsibility to notify anyone who may come to ride my horse that this agreement must be signed.

ALL OWNERS AND PARENTS/LEGAL GUARDIANS OR AUTHORIZED AGENT FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

Signer Statement of Awareness

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURRATE

Signature Owner #1

Date

Signature Owner #2

Date

GEC Name (print)

by _____
Authorized Representative Signature

Date