



EQUINE BOARDING CONTRACT

General Terms, Premises and Conditions

Poudre River Stables, LLC (hereinafter "Stable") agrees to provide boarding for the equine animal commonly known as _____ (hereinafter "Horse") and further identified in the accompanying Application, now made a part of this agreement, and owned by _____, (hereinafter "Owner"), subject to the following conditions:

Terms of care: Self care

The term of this agreement shall be month-to-month with 30 days notice, first month's board and security deposit required in advance.

A fee equal to 10% (Ten Percent) of the monthly board shall apply when a payment is not made within 10 days of time stamp on emailed statement.

\$35 (Twenty Five Dollars) fee shall be charged for each returned check.

Special arrangements (if none, so state): _____

Owner grants an agister's lien to Stable for unpaid charges and understands Horse may not be removed until all fees are paid. Owner agrees to pay for Stable's attorney, court costs and fees involved in enforcing this contract.

Health Care and the Authority to Act

Stable will attempt to contact Owner at the phone number(s) listed on the Application whenever an issue of the Horse's health arises. But Owner grants Stable unilateral authority to approve medical treatment and contract for veterinary services in an emergency. Owner agrees the definition of an emergency will be made exclusively by Stable. If Stable is unable to contact Owner's preferred veterinarian, as listed on the Application, Owner hereby consents to any veterinarian of Stable's choice, with all fees billed to Owner and his/her sole responsibility.

Owner agrees to Stable's health care plan and costs, including but not limited to, paste deworming and appropriate vaccinations.

Release of Liability for Horse

Except for emergencies, only Owner, Owner's vet and farrier as listed on the Application and Stable's staff will knowingly be allowed to lead, transport, care for and/or ride the Horse anywhere on or off of Stable's property. Any other arrangements must be made in advance and in writing. (See procedures for guests as outlined below.)

Constant supervision of the horse is expressly not provided. Owner releases, waives and indemnifies Stable, its owners and staff, from any liability for any accident, disease or injury to the Horse, including death, due to any cause, including illness, fire or theft, including third-party liability, except Stable shall be liable for and shall not be entitled to be indemnified from any damages resulting from fraud, bad faith and gross negligence. Owner also releases, waives and indemnifies Stable, its owners and staff, from liability for any accident, damage or theft of

vehicle, trailer and/or tack parked or stored at Stable.

Release of Liability for Owner-Rider

Owner agrees the use of Stable property is exclusively at his/her own risk. Stable strongly urges Owners and riders to first inspect the property on foot, to wear a certified helmet and proper footwear. Further, Owners agree to inform Stable staff of any problems in writing immediately. Owner hereby releases, waives and indemnifies from liability Stable, its owners, staff and agents, and to hold it and them harmless for any personal injury or property damage sustained while on Stable property whether caused by accident, oversight or any other cause.

WARNING: UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. (Sect. 13-21-120, CO. Rev. Statutes)

Additional Provisions and Agreements

Owner agrees to treat others with courtesy, to abide by Stable rules, hours and conditions, and to follow all instructions that may be communicated from time to time, whether orally or in writing. Owner also agrees to be responsible for damage to Stable property done by Horse beyond normal wear and tear. Further, Owner agrees and understands the importance of the rules listed below and will enforce these rules upon their guests.

- Guests having any direct or even incidental contact with the Horse (or the Horse of any other Owner) must first and without exception sign a release provided by Stable. In addition, guests under 18 years of age must have a release signed by a parent, and wear a safety helmet.
- Dogs are not allowed except by special and revocable agreement, and must be in full control at all times.
- There is no smoking or intoxicants of any kind allowed in public areas of Stable property, by anyone. There are no exceptions.
- Under no circumstances will Stable tolerate cruelty to any animal. Proper authorities will be notified.
- Dangerous, reckless or inappropriate behavior by Owner or Horse or Guest, whether a threat to life or property or the peaceful enjoyment thereof, and as judged solely by Stable's owners, will not be tolerated.

Violations of the above rules will be considered a breach of contract. Stable reserves the right to cancel this agreement in such circumstances and Owner agrees to remove Horse immediately after such notification.

The written terms of this contract shall constitute the complete agreement of the parties and may not be varied by parole evidence, except as provided herein. Both parties agree this is a personal service contract and may not be assigned by either party without the written prior agreement of both parties. In the event of a dispute between the parties, this contract shall be construed and enforced pursuant to applicable law of the State of Colorado.

Owner of Horse _____ Date _____

Stable Owner _____ Date _____