



HORSE BOARDING AGREEMENT AND LIABILITY RELEASE (2009-2010)

BETWEEN THE INDIVIDUAL(S) NAMED BELOW AND
TALLY HO FARM, LLP, hereinafter known as "THIS STABLE".
Located at 21115 Blair Rd, Conroe, Tx 77385

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S).

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AND INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

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 animals which are contracted to be boarded under this Agreement. The terms "HORSE(S)" and "ANIMAL(S)" 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. 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.

B. **AGREEMENT PURPOSE and CONSIDERATION** At the commencement of this agreement OWNER agrees to pay the sum of \$500 per month for stall board and/or \$400 per month for pasture board per animal, in consideration for THIS STABLE undertaking the board of the animal(s) listed under Clause C. below. **Monthly charges are to be paid in advance and are due on the 1st day of the month and a 10% late charge will be assessed after the 5th day of the month. Any check returned for "Insufficient Funds" will be assessed a fee of \$25 and a late charge unless the check is honored by the 5th day of the month.**

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

1. Name of Horse _____ ID # _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Pol. # _____
Insurer Emergency Phone No. _____
Disclosure of Horse's Vices, Unique Habits: _____
Other Pertinent Information _____

2. Name of Horse _____ ID # _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Pol. # _____
Insurer Emergency Phone No. _____
Disclosure of Horse's Vices, Unique Habits: _____
Other Pertinent Information _____

C. **ACTIVITY RISK CLASSIFICATION** I UNDERSTAND THAT: Horse back riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

D. **FEE SCHEDULE FOR BOARDING SERVICES** THIS STABLE shall provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement, which shall become part of this agreement.

OWNER shall pay THIS STABLE for boarding services as checked below:

- Stall Board Fee: inclusive, Blanketing Service (blanket provided by owner); Daily Supplements (purchased by owner):
 Fan Service (supplies purchased by owner); Worming Program; Daily Turnout; Twice daily feeding
 Pasture Board Fee: inclusive Worming Program; Twice daily feeding

OWNER shall pay THIS STABLE additional fees as checked below:

- Grooming Clipping Medications Training Riding Instruction (Must also sign riding instruction agreement)

E. **THIS STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME** Should such a change be required, THIS STABLE shall give OWNER no less than 30 days written notice.

F. **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 tetanus, rabies, Encephalomyelitis-Rhinopneumonitis-Influenza (EVW), West Nile virus, and

The following up-to-date documents must be presented to THIS STABLE by OWNER prior to the entry of horse onto THIS STABLE'S premises: Vet. Health Certificate, Worming and Immunization Record, Negative Coggins Test.

G. **THIS STABLE'S RIGHT TO REFUSE BOARD** THIS STABLE reserves the right to refuse the continuation of board of any horse(s) 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 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 the discontinuation of the business of boarding horses. In such event, THIS STABLE shall give OWNER 30 days written notice to remove boarded animal(s) from premises unless there is imminent danger to THIS STABLE'S operation wherefore the written notice requirement will not be required and the animal(s) shall be removed immediately by the OWNER upon THIS STABLE'S written and/or verbal request. 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, and to keep the animal(s) in THIS STABLE'S possession until all fees and charges are paid in full.

H. **ROUTINE HORSE CARE REQUIREMENT** The boarded horse(s) must participate in THIS STABLE'S worming, immunization and teeth floating programs, the cost of which shall be borne by OWNER.

I. **IN EVENT OF BOARDED HORSE ILLNESS OR INJURY** Should the horse(s) become sick or injured, THIS STABLE shall attempt to contact 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 services 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.

J. **VISITOR PERMISSION TO HANDLE HORSE(S)** In the event someone other than the OWNER and/or his family members call for the boarded horse(s) at THIS STABLE, such parties shall have written permission or other agreed upon pre-arranged permission to remove handle, or ride specific boarded horse(s).

K. **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(s) and OWNER, OWNER'S family guests and visitors who enter the premises. 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 and control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to THIS STABLE by OWNER. If OWNER maintains personal liability insurance on the boarded horse(s), OWNER agrees to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, 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.

PERSONAL LIABILITY INSURER _____ POL. # _____

ACCIDENT/MEDICAL INSURER _____ POL. # _____

L. **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 owner, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers and others acting on THIS STABLE'S behalf (hereinafter, 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'S and/or ITS ASSOCIATES ordinary negligence; and I do further agree that except in the event 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(s), 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.

M. **INHERENT RISKS AND NATURE OF THE HORSE WARNING** I UNDERSTAND THAT: Horse back riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity 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. If a rider falls from a horse to ground, it will generally be at a distance from 3.5 to 5.5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (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; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

N. **PROTECTIVE HEADGEAR AND ATTIRE WARNING** I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses and I do 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. Horse handlers and riders should wear hard, smooth, full-soled boots or shoes that cover the ankle and have at least 1 inch heels. Such boots or shoes provide protection for the feet in the event a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Horse handlers and riders should wear ankle length, flexible or

