



Cell 406 552 2389 Barn 406 529.3525 19305 Maple Lane, Florence MT 59833

MAPLE MOUNTEN
STABLES

LIABILITY WAIVER

THIS IS A LEGAL NOTICE OF RISKS INHERENT IN EQUINE ACTIVITIES. PLEASE READ CAREFULLY BEFORE SIGNING.

In consideration of the services, horses, tack and related equipment provided by Maple Mounten Stables, LLC, a Montana limited liability company; (the "Stable"),

I, _____ (***SELF OR GUARDIAN if for a minor***)

(***Minors Name***), hereby represent the following understandings and acknowledge notice of the risks inherent in equine activities as described below.

AFTER YOU HAVE CAREFULLY READ EACH PARAGRAPH,

1. I understand and am aware that equine activities entail inherent, unpredictable, and unavoidable risks. I understand that the activities may be very dangerous and could result in severe physical or emotional injury, including but not limited to paralysis, death, and/or property damage. I understand that these risks simply cannot be eliminated and are a necessary incident of equine activities.
2. I understand that no horse is completely safe. 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 the ground it will usually be at a distance of 3 ½ to 5 ½ feet. Horseback riding is the only sport where a much smaller predator animal (human) tries to impose its will on, and become a unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of each other. If a horse is frightened 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 at speed, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger.
3. I understand that acts, occurrences, or elements of nature can scare a horse or cause it to fall or react in an unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse, irregular footing on groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
4. I acknowledge that Stable's managers, employees, independent contractors and volunteers

have difficult jobs to perform. They strive for and seek safety, but they are not infallible. They may misjudge the conditions that affect the safety of equine conditions. In addition, despite diligent safety inspections imely maintenance, equipment failure is possible and represents potentially unpredictable, unavoidable, and dangerous risks.

I hereby agree to indemnify and save and hold harmless Stable and any of its members, officers, agents, employees, independent contractors and volunteers from any claims, actions, demands, expenses, and liabilities (including reasonable attorney's fees) that they might incur in defending a lawsuit challenging the validity of this Notice.

I hereby assume full responsibility for the risk of bodily injury, death or property damage due to any equine activities I choose to participate in at Stable's facilities or with Stable's horses, equipment or personnel. I understand that if I am a Boarder at Maple Mounten wishes to no longer Board, there is a 30 day Notice, in writing I. E. Letter or E Mail . - for record keeping.

Customer has been provided a copy of Stable's Rate and Fee Schedule and agrees to the terms thereof. Customer understands and acknowledges that the Rate and Fee Schedule is periodically updated, and Customer will be subject to the rates in effect at the time the services are provided.

I have read and voluntarily signed the Notice and agree that no oral representations, statements, or inducements of any kind apart from the foregoing written Notice have been made.

I agree that the laws of the State of Montana will govern the responsibilities of the parties with respect to equine activities (Sections 27-1-725 through 727, Montana Code Annotated).

I agree and have read the rules at MMS and understand I need to adhere to all Safety rules; b. Hours of operation; c. Statement of applicable state equine liability laws; and d. Required veterinary care.

MONTANA CODE ANNOTATED § 27-1-725, 726 AND 727 (2013)

Section 27-1-725 provides in pertinent part that "it is the policy of the State of Montana that a person is not liable for damages sustained by another solely as a result of risks inherent in equine activities, if those risks are or should be reasonably obvious, expected or necessary to persons engaged in equine activities."

Section 27-1-726 defines "risks inherent in equine activities" as "dangers or conditions that are an integral part of equine activities, including but not limited to: (a) the propensity of an equine to behave in ways that may result in injury or harm to or the death of persons on or around the equine; (b) the unpredictability of an equine's reaction to such things as medication; sounds; sudden movement; and unfamiliar objects, persons, or other animals; (c) hazards, such as surface and subsurface ground conditions; (d) collisions with other equines or objects; or (e) the potential of another participant to not maintain control over the equine or to not act within the person's ability."

Section 27-1-727 states in pertinent part that "an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks

BOARDING 1.
Boarding and Term. Stable agrees to board 1 Horse horses horse(s) described herein on a month to month basis commencing at \$ 550.00 a Month 1 Stall and Paddock Board during day1; discussed. .

Boarding and Term. Stable agrees to board 1 Horse horses horse(s) described herein on a month to month basis commencing at \$ 550.00 a Month 1 Stall and Paddock Board during day1; discussed. .

#1: \$ \$600 Normal Price **Stall At Night** . per month for Full access Field Full Board type of board Horse 50 x 171 with shelter Private tack and salt blocks. \$550.00 as agreed upon

#2 - **Horse 50 x 171 with Private Field Board** shelter Private tack and salt blocks. \$350.00 as agreed upon

Any extra Fee's Such as "holding for vet " \$20.00 Or Equine Equine Sports MAssage \$95.00 , should be paid upon receipt

(d) **Termination** - Customer agrees to give **Stable 30 day notice of termination of this Boarding Agreement, if notice is not given within the said timeframe, a full month of board will be due on the first of the following month** — Please give it written e mail or on Paper

3. Description of Horse(s). Horse #1: Name:

Phone: _____ Color: _____

Breed: _____

Age: _____ Sex: _____

Registration/Tattoo Number: _____ Horse Farrier: _____

Phone: _____ Veterinarian: _____

Phone: _____ Insurance on File: _____

Horse #2: Name: _____ Own or Lease this horse (circle): Own

Lease Horse owner (if other than self) _____ Phone: _____ Color: _____

Breed: _____ Age: _____

Sex: _____

Registration/Tattoo Number: Horse Farrier:

____ Phone: _____ Veterinarian: _____
____ Phone: _____ Insurance on File: _____

____ 4. Feed and Facilities. Stable agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well-being of the horse(s):

Payments:

Payments Can Be Maid Check , Cash(Cash Exact Change Only Please) Credit Card , All Credit Excepted.
- (Payee is responsible for to absorb surcharge) **ALL PAYMENTS MUST BE MADE AT TIME OF SERVICE OR AT 1ST OF MONTH for board Payments can be through GoDaddy Terminal, Or on Website .**
maplemountenstables.com

____ 5. Ownership.
Customer represents and warrants that Customer owns said horse(s) and that there are no liens against said horse(s). Alternatively, Customer has disclosed to Stable that Customer is leasing the horse(s) and has the right to board the horse(s) at Stable's facility. The actual owner of the horse(s) shall execute this Agreement.
6. Vaccinations and Coggins Test. Customer shall provide Stable proof of a negative Coggins test and current vaccinations for said horse(s) prior to delivery to Stable. The Vaccinations and Coggins test shall be dated within twelve (12) months prior to the date of delivery

I HAVE CAREFULLY READ THIS NOTICE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A NOTICE OF THE RISKS INHERENT IN EQUINE ACTIVITIES. I HAVE SIGNED IT OF MY OWN FREE WILL.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written Maple Mounten stables,L.LC "Stable" "

Maple Mounten Stable
19305 Maple Lane Florence

Boarders / Horse Owner

Address _____

MT 59833

E mail maplemountenstables@gmail.com

406 529.3525

____ Owners Cell

Owners Cell 406 552 2389 _____

Phone _____

E mail _____

Signature _____ Signature _____

Print _____ Print _____

Date _____

Date _____

