

COPPER CREEK RANCH INC.

HORSE BOARDING AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Horse Boarding Agreement, Assumption of Risk, Release of Liability and Indemnification Agreement ("Agreement") is entered into between Copper Creek Ranch Inc. ("Facility" or "Copper Creek Ranch"), and the undersigned horse owner/boarder ("Boarder"). The Facility is located at 10890 N. Armstrong Avenue, Clovis, California 93619.

The real property upon which Copper Creek Ranch operates is owned by Alain Jeschien and Danielle Jeschien ("Property Owners").

For purposes of the assumption of risk, release, waiver, indemnification, and hold-harmless provisions of this Agreement, the term "Released Parties" shall collectively include Copper Creek Ranch Inc.; Alain Jeschien; Danielle Jeschien; the owners of the real property; and their respective officers, directors, shareholders, members, employees, managers, agents, representatives, contractors, volunteers, successors, assigns, insurers, and affiliated persons or entities.

1. BOARDER INFORMATION

Boarder Name: _____

Address: _____

City/State/ZIP: _____

Phone: _____

Email: _____

Emergency Contact: _____

Emergency Contact Phone: _____

2. HORSE INFORMATION

Horse Name: _____

Breed: _____

Age: _____ Sex: _____ Color: _____

Registration/Identification No.: _____

Veterinarian: _____

Veterinarian Phone: _____

Farrier: _____

Farrier Phone: _____

Boarder represents that Boarder is the lawful owner of the horse or has full legal authority to enter into this Agreement on behalf of the horse's owner.

Boarder shall disclose any known dangerous, aggressive, unusual, or undesirable behavior of the horse, including but not limited to biting, kicking, striking, rearing, charging, bolting, escaping, cribbing, fence aggression, difficulty catching, or dangerous behavior toward humans, horses, or other animals.

Known behavioral issues or special conditions:

3. BOARDING SERVICES

Facility agrees to provide boarding for the horse identified above subject to this Agreement and Facility's rules and policies.

Type of Board: _____

Monthly Boarding Fee: \$ _____

Deposit, if applicable: \$ _____

Boarding Start Date: _____

Boarding fees shall be due on the 1st day of each month.

Additional services requested by Boarder may be charged separately at Facility's then-current rates.

Facility may modify its boarding rates upon at least 30 days' advance written notice to Boarder.

4. FACILITY RULES

Boarder agrees to comply with all Facility rules and policies, as amended from time to time.

Boarder is responsible for ensuring that Boarder's family members, guests, invitees, trainers, riders, veterinarians, farriers, and other persons entering the Facility at Boarder's request comply with Facility rules.

Facility may establish reasonable rules concerning arena use, turnout, feeding, parking, trailer storage, dogs, children, guests, riding areas, fire safety, horse handling, and other matters affecting the safe and orderly operation of the Facility. Facility hours are 6:00 a.m. through 10:00 p.m. daily. All boarders and guests must be off-site by 10:00 p.m., subject to emergency circumstances and Facility authorization.

Serious or repeated violations may constitute grounds for termination of this Agreement.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

5. ACKNOWLEDGMENT OF INHERENT RISKS OF EQUINE ACTIVITIES

BOARDER ACKNOWLEDGES AND UNDERSTANDS THAT HORSES ARE LARGE, POWERFUL, UNPREDICTABLE ANIMALS AND THAT HORSEBACK RIDING, HORSE HANDLING, BOARDING, TRAINING, FEEDING, TURNOUT, TRAILERING, AND OTHER EQUINE ACTIVITIES INVOLVE INHERENT AND UNAVOIDABLE RISKS OF SERIOUS BODILY INJURY, DEATH, AND PROPERTY DAMAGE.

These risks include, without limitation:

- Horses biting, kicking, striking, bucking, rearing, bolting, running, stumbling, falling, or stepping on persons;
- Horses behaving unpredictably because of fright, instinct, sound, movement, weather, animals, vehicles, equipment, or unfamiliar objects;
- Collisions between horses, riders, people, vehicles, fences, gates, buildings, equipment, or other objects;
- Falls from horses;
- Loose or escaped horses;
- Uneven, slippery, muddy, dusty, rocky, wet, or otherwise hazardous ground or footing;
- Natural and artificial obstacles;
- Equipment failure;
- Acts or conduct of other horses, riders, boarders, guests, employees, trainers, spectators, or third parties;
- Interaction with livestock, wildlife, dogs, vehicles, machinery, trailers, and agricultural equipment;
- Fire, smoke, severe weather, natural disasters, and emergency conditions; and
- Other risks ordinarily associated with horses, agricultural property, ranches, arenas, stables, and equine activities.

Boarder knowingly and voluntarily assumes these risks.

6. EXPRESS ASSUMPTION OF RISK

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, BOARDER VOLUNTARILY ASSUMES ALL RISKS OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS ARISING FROM OR RELATED TO BOARDER'S PRESENCE AT THE FACILITY OR PARTICIPATION IN EQUINE ACTIVITIES, INCLUDING RISKS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.

Boarder acknowledges that participation in equine activities is voluntary and that Boarder may choose not to participate.

7. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, BOARDER, FOR BOARDER AND BOARDER'S HEIRS, ESTATE, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, LOSSES, COSTS AND EXPENSES ARISING FROM PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM BOARDER'S PRESENCE AT THE FACILITY OR PARTICIPATION IN EQUINE OR RELATED ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

This release is intended to be as broad as legally permitted under California law.

Nothing in this Agreement is intended to release or waive liability that cannot lawfully be released or waived under California law, including liability for gross negligence, fraud, willful misconduct, or other liability that California law prohibits from being released in advance.

8. PROPERTY CONDITION AND PREMISES RISKS

Boarder acknowledges that a horse boarding and equestrian facility is agricultural property and may contain inherent hazards, including uneven ground, dirt roads, mud, dust, manure, irrigation systems, fencing, gates, stalls, corrals, arenas, farm equipment, tractors, trailers, vehicles, livestock, wildlife, trees, ditches, holes, rocks, and other natural or artificial conditions.

Boarder agrees to exercise reasonable care while upon the property and promptly report any dangerous condition observed by Boarder to Facility management.

9. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by California law, Boarder agrees to defend, indemnify and hold harmless the Released Parties from claims, demands, actions, damages, liabilities, judgments, costs and reasonable attorneys' fees arising from:

1. Boarder's horse;
2. The conduct or negligence of Boarder;
3. The conduct or negligence of Boarder's family members, guests, invitees, trainers, riders or other persons brought onto the property by or through Boarder;
4. Boarder's violation of this Agreement or Facility rules; or
5. Damage or injury caused by Boarder's horse to another person, horse, animal, vehicle, structure, equipment, or property.

This provision is intended to allocate responsibility for claims caused by Boarder, Boarder's horse, or persons for whom Boarder is responsible and shall be interpreted to the fullest extent permitted by California law.

CARE OF HORSE

10. RISK OF INJURY, ILLNESS, ESCAPE OR DEATH OF HORSE

Boarder understands that boarding horses necessarily involves risks to the horse.

Horses may become sick or injured, collide with fencing or structures, become cast, escape, fight with other horses, be bitten or kicked, experience colic or other illness, or suffer injury or death despite reasonable care.

Facility does not insure Boarder's horse.

Boarder is responsible for obtaining mortality, major medical, surgical, loss-of-use, or other insurance Boarder considers appropriate.

11. VETERINARY EMERGENCIES

If Facility reasonably believes the horse requires immediate veterinary attention and Facility cannot promptly reach Boarder or Boarder's emergency contact, Boarder authorizes Facility to contact a veterinarian and obtain reasonable emergency veterinary treatment.

Facility is not required to advance veterinary expenses.

Boarder shall be responsible for all veterinary, medication, transportation, emergency, and related expenses incurred on behalf of Boarder's horse.

Maximum emergency veterinary expenditure Facility may authorize without prior approval:

\$ _____

If immediate action is reasonably necessary to protect the horse from serious suffering or death and Boarder cannot be reached, Boarder authorizes the attending veterinarian to exercise professional judgment concerning emergency treatment.

12. VACCINATIONS, HEALTH AND COMMUNICABLE DISEASE

Before the horse begins boarding, Boarder shall provide proof that the horse is current on vaccinations required by Facility, including rabies vaccination. Boarder shall thereafter maintain required vaccinations, deworming, hoof care, and other health requirements established by Facility.

Facility may require veterinary records or proof of vaccination.

Boarder shall immediately notify Facility if Boarder's horse has been exposed to or is suspected of having a contagious or communicable disease.

Facility may isolate or quarantine a horse when reasonably necessary for the protection of other horses.

Boarder shall be responsible for reasonable costs associated with Boarder's horse's required quarantine, veterinary treatment, testing, or special care.

13. FEED AND SPECIAL CARE

Facility shall provide feed and care consistent with the boarding arrangement selected by Boarder.

Special feed, supplements, medications, blanketing, wound care, special turnout, or other additional services must be separately agreed upon and may result in additional charges.

Facility does not guarantee that a horse will maintain any particular weight, body condition, performance level, or health status.

14. TURNOUT AND GROUP HOUSING

If Boarder authorizes or accepts group turnout, pasture boarding, or shared paddocks, Boarder acknowledges that horses establish social hierarchies and may kick, bite, chase, strike, or otherwise injure one another.

Boarder assumes the ordinary risks associated with group turnout and interaction between horses.

Facility may move or separate horses when Facility reasonably determines that doing so is appropriate for safety, management, pasture conditions, or horse welfare.

BOARDER RESPONSIBILITIES

15. RIDING AND SAFETY

Boarder is responsible for determining whether Boarder and Boarder's guests possess sufficient experience and ability to safely handle or ride horses.

Facility does not warrant the suitability of any horse for any rider.

Boarder is responsible for using appropriate tack and safety equipment.

Facility strongly recommends the use of an ASTM/SEI-approved equestrian helmet while mounted and during activities where helmet use is appropriate.

All minors shall comply with Facility helmet and supervision requirements.

16. GUESTS AND MINORS

Boarder is responsible for Boarder's guests and invitees.

ALL GUEST RIDERS MUST execute the Facility's separate liability waiver before riding, handling horses, or participating in equine activities at the Facility.

No person signing this Agreement may waive another adult person's independent rights merely by bringing that person onto the property.

Parents or legal guardians must execute any required minor participant agreement on behalf of their minor children.

17. ELECTRICAL USE – FANS, LIGHTS AND OTHER EQUIPMENT

Boarders shall not install, connect, or operate any fan, light, heater, heated water bucket, extension cord, appliance, or other electrical equipment within or around any stall, pen, barn, or boarding area without the prior approval of Copper Creek Ranch.

If electrical use is approved, an additional monthly electrical-use fee will be added to the Boarder's account each month for as long as the approved electrical equipment remains installed or in use. The amount of the monthly fee shall be established by Copper Creek Ranch based upon the type and anticipated electrical usage of the approved equipment and may be adjusted upon 30 days' notice.

All approved electrical equipment, cords, connections, and installation methods must meet Facility safety requirements and be suitable for use in an agricultural/equestrian environment. Copper Creek Ranch may require the immediate removal or disconnection of any electrical equipment that the Facility determines presents a fire, electrical, animal-safety, or other hazard.

Unauthorized electrical use may be disconnected immediately, and the Boarder may be charged for electrical usage or other costs resulting from such unauthorized use.

18. PERSONAL PROPERTY

Boarder assumes responsibility for saddles, tack, trailers, equipment, vehicles, feed, supplements, clothing, and other personal property brought onto the premises.

Facility does not insure Boarder's personal property and is not responsible for theft, loss, weather damage, vandalism, fire, or other damage except to the extent liability cannot lawfully be waived.

19. DOGS AND OTHER ANIMALS

Dogs or other animals brought onto the property must comply with Facility rules.

Boarder is responsible for injury or property damage caused by an animal brought onto the property by Boarder or Boarder's guests.

Facility may require any animal to be removed from the property.

PAYMENT, DEFAULT AND TERMINATION

20. PAYMENT

Boarder shall timely pay all boarding charges and other amounts due under this Agreement.

Any amount not received by the end of the 5th day of the month will be assessed a \$25.00 late fee per horse, to the extent permitted by California law.

Boarder shall be responsible for reasonable collection costs and attorneys' fees to the extent permitted by law and this Agreement.

21. LIEN AND UNPAID CHARGES

Facility reserves all lien, possessory, contractual, and other rights available under California law concerning unpaid boarding, feeding, care, or related charges.

Nothing in this Agreement is intended to waive any lien or remedy otherwise available to Facility.

Facility shall exercise any lien, retention, sale, or disposition remedy only in accordance with applicable California law.

22. TERMINATION

Either party may terminate this Agreement upon 30 days' written notice unless otherwise stated herein.

BOARDING FEES ARE CHARGED ON A MONTHLY BASIS AND WILL NOT BE PRORATED UPON TERMINATION.

Boarder shall remain responsible for the full monthly boarding fee for any month or portion of a month during which the horse occupies the Facility, regardless of the date the horse is removed from the Facility. Early removal of the horse does not entitle Boarder to a refund or credit for any unused portion of the month.

Facility may terminate boarding immediately or on shorter notice when reasonably necessary because of:

- Nonpayment;
- Dangerous conduct;
- A dangerous or uncontrollable horse;
- Repeated violation of Facility rules;
- Threats, harassment, violence, or illegal activity;
- Material breach of this Agreement; or
- Conditions that Facility reasonably determines create a substantial safety or welfare concern.

Upon termination, Boarder shall pay all amounts due and remove the horse and Boarder's property within 24 hours after the effective termination date, or within 24 hours after notice of an immediate termination, subject to Facility's lawful lien rights.

23. ABANDONMENT

Boarder shall not abandon a horse at the Facility.

If Boarder fails to remove the horse following termination or otherwise appears to have abandoned the horse, Facility may exercise remedies available under California law.

Boarder remains responsible for boarding, feeding, veterinary care, farrier services, transportation, and other reasonable expenses incurred while the horse remains at the Facility.

GENERAL TERMS

24. NO GUARANTEE OF SECURITY OR CONTINUOUS SUPERVISION

Boarder understands that the Facility is not an insurer of the horse and does not provide continuous, 24-hour individual monitoring or supervision of each horse.

The presence of cameras, gates, fences, employees, managers, or other security measures does not constitute a guarantee against theft, escape, injury, illness, fire, vandalism, or other loss.

25. INSURANCE

Boarder is encouraged to maintain personal equine liability insurance covering claims arising from ownership or use of Boarder's horse.

Upon request, Facility may require reasonable evidence of liability insurance as a condition of continued boarding.

26. CALIFORNIA LAW

This Agreement shall be governed by and interpreted according to the laws of the State of California.

Any action concerning this Agreement shall be brought in a court of competent jurisdiction in the county in which the Facility is located, except where applicable law requires otherwise.

27. ATTORNEYS' FEES

In any action or proceeding arising from or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs to the extent permitted by California law.

28. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

29. ENTIRE AGREEMENT

This Agreement, together with any attached schedules, rules, or written addenda, constitutes the entire agreement between the parties concerning boarding of the horse.

Any modification to the material terms of this Agreement must be in writing and agreed to by the parties, except Facility may reasonably amend operational and safety rules upon notice to Boarder.

30. ACKNOWLEDGMENT OF RELEASE

BOARDER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT THAT MAY AFFECT BOARDER'S LEGAL RIGHTS.

BOARDER ACKNOWLEDGES THAT THE RELEASE EXPRESSLY INCLUDES CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF COPPER CREEK RANCH INC., ALAIN JESCHIEN, DANIELLE JESCHIEN, THE PROPERTY OWNERS, AND THE OTHER RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW.

Boarder acknowledges that Boarder has carefully read this Agreement, understands its contents, has had the opportunity to ask questions and seek independent legal advice, and voluntarily agrees to its terms.

SIGNATURES

BOARDER / HORSE OWNER

I HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING THE ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION PROVISIONS.

Printed Name: _____

Signature: _____

Date: _____

COPPER CREEK RANCH INC.

By: _____

Title: _____

Date: _____

HORSE INFORMATION ACKNOWLEDGMENT

I certify that the information I have provided concerning my horse's health, ownership, and known behavior is accurate and complete to the best of my knowledge.

Boarder Initials: _____ Date: _____