



AUBREY PARK EQUESTRIAN CENTER, LLC.

BOARDING CONTACT &
RELEASE OF LIABILITY

(In service of the year _____)

Please note that all rates, specs, and accommodations are subject to change and will be updated as needed per our discretion with a minimum of 30 days notice.

APEC BOARDING AGREEMENT

BOARDING AGREEMENT

This boarding agreement ("AGREEMENT") is entered into and between **AUBREY PARK EQUESTRIAN CENTER, LLC ("APEC")** and the **OWNER** of horse named below ("OWNER").

Recitals

Aubrey Park Equestrian Center, LLC. ("APEC") is in the equestrian business. This includes, but is not limited to the; boarding, stabling, transporting, handling, exercising, and providing basic riding lessons and training per our discretion.

OWNER is a horse owner who wishes to have **APEC** board, stable, handle, and care for **OWNER's** horse(s). With this in mind, **APEC** and **OWNER** agree to the following:

Terms and Conditions

- 1.) *Description of horse(s).* A description of **OWNER's** horse(s) to be boarded at **APEC** is attached hereto as **APPENDIX A**. **OWNER** warrants that they are the **OWNER** of the horse(s) listed on **APPENDIX A**.

- 2.) *Boarding.* Horse(s) will be boarded at **Aubrey Park Equestrian Center, LLC. ("APEC")** located at **1149 Raymond Burch Trail, Aubrey, Texas 76227**. Each boarded horse will be provided with a stall measuring approximately 12' x 12', at minimum, that will be cleaned and maintained daily. Boarded horses will be turned out to paddock or pasture daily, weather permitting, on an AM or PM turnout rotation. Boarded horses will be fed grain twice (2x) daily, as needed, while stabled; **OWNER** is responsible for supplying their own grain of choice and/or agrees to be billed back for grain provided by **APEC** (Moore Power Brands 14:10 and 12:8). Boarded horses will be fed coastal hay (2-4 flakes) daily when stabled, while simultaneously having access to free-choice coastal hay during turnout in paddock or pasture. **OWNER** can request for alfalfa to be supplemented for coastal hay while horse is stabled at a ratio of (2:1). **OWNER** is responsible for supplying all excess forage and/or will agree to be billed back for excess forage provided by **APEC** per **OWNER's** request. Boarded horses will be administered any supplements, provided by owner, as needed. **OWNER** acknowledges and agrees to these terms and conditions. **Initial.** _____

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3.) **Exercise and Training.** At OWNER's request APEC and its employee's will exercise, train, and handle OWNER's horse(s), as needed, with prior approval between APEC and OWNER. OWNER has the right to lease and/or train their horse on-site privately given a RELEASE OF LIABILITY WAIVER is signed and accepted by APEC. **Initial.**_____

4.) **Special Instructions.** Special instructions regarding the horse(s) boarded at APEC are included in APPENDIX A.

5.) **Terms.** The terms of this AGREEMENT shall be for one (1) year from its effective date and shall renew automatically year to year. This AGREEMENT may be terminated by either party with a 30-day written notice. **Initial.**_____

6.) **Payment.** During the term of this AGREEMENT, OWNER will pay APEC for each boarded horse a monthly fee in the amount set out in "**Schedule of Fees**" attached hereto as APPENDIX A. Boarding fees shall be payable in advance and are non-refundable. Similarly, OWNER will pay APEC any additional fees for *add-on services including extra materials and supplies, extra stall bedding, excess forage and/or grain ordered and provided by APEC that are requested by OWNER with acknowledgement and understanding between APEC and OWNER. Payment of fees for board and additional services will be paid within five (5) days of invoicing by APEC. **Initial.**_____

**(Please note all requests for add-on services and excess shavings/grain/hays must be accepted and approved by barn management. APEC employee's and staff are not permitted to offer, supply, or fulfill requests without approval from stable owner and barn management. Boarders are responsible for communicating any requests to barn management so that they may be properly accounted for and fulfilled by APEC employee's).*

7.) **Lien.** APEC shall have a lien against OWNER's horse(s) for all unpaid fees, including charges for emergency care should OWNER consent to emergency care. APEC shall have a right without process to law to maintain possession of OWNER's horse(s) until all unpaid fees are paid. Monthly fees for boarded horse(s) will continue to accrue and be payable by OWNER to APEC until such time as all fees are paid and horse(s) are released by APEC. All unpaid fees will be collected by proxy after 90 days. **Initial.**_____

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8.) ***Risk of Loss.*** OWNER recognizes that equestrian activities are inherently high-risk and can in all likelihood result in serious bodily injury or death to both animal and human participants. **APEC AND ITS OWNERS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES WILL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE FOR ANY INJURY, DAMAGE, OR LOSS CAUSED TO OWNER OR OWNER'S PROPERTY INCLUDING HORSES. OWNER ASSUMES LIABILITY FOR ANY INJURY, DAMAGE, OR LOSS TO OWNER'S PERSON OR PROPERTY, INCLUDING HORSES, AND SHALL ALSO IDEMNIFY HOLD HARMLESS, AND DEFEND APEC AND ITS OWNER'S, OFFICERS, EMPLOYEES, AND REPRESENTATIVES FROM ANY CLAIM FOR INJURY, DAMAGE, OR LOSS CAUSED BY OWNER'S HORSES.** ***Initial.***_____

9.) ***Emergency Care.*** APEC will attempt to contact OWNER should APEC feel that medical treatment beyond normal care for daily treatment of cuts, sprains, rubs, or non-life-threatening trauma is necessary. If APEC is unable to contact OWNER or chooses not to contact owner due to time limitations and/or an immediate life-threatening emergency, APEC is authorized by OWNER as OWNER's agent to secure emergency veterinary and/or farrier care required for the health and wellbeing of said horse(s). The cost of such care shall be paid by OWNER directly to service provider. ***Initial.***_____

10.) ***Entire Agreement.*** This written **AGREEMENT** contains the sole and entire agreement between the parties and supersedes any and all other agreements between parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this **AGREEMENT** or any representations inducing the execution and delivery of this **AGREEMENT**, except such representations as are specifically set forth in this **AGREEMENT**, and each of the parties acknowledges that such party has relied on their own judgement in entering into this **AGREEMENT**. The parties further acknowledge that any statement or representations that may have previously been made by either of them to the other are void and of no effect. This contract cannot be amended. ***Initial.***_____

11.) ***Waiver or Modification.*** A waiver, modification, or amendment of this **AGREEMENT** or of any covenant, condition or limitation in this **AGREEMENT** shall not be valid unless in writing and executed by the party to be charged. The parties further agree that the provisions of this agreement section may not be waived except as set forth in this **AGREEMENT**. ***Initial.***_____

APEC BOARDING AGREEMENT

In Witness Whereof, the parties have executed this AGREEMENT. Effective on the date of _____.

AUBREY PARK EQUESTRIAN CENTER, LLC.

Signature: _____

Signature: _____

BY ALEXANDRIA LIVERPOOL and GUADALUPE LIVERPOOL, OWNERS OF AUBREY PARK EQUESTRIAN CENTER, LLC. at 1149 Raymond Burch Trail, Aubrey TX 76227.

Horse **OWNER** (You must be over the age of 18 to sign and consent to this **AGREEMENT**).

OWNER(S) Name (Print): _____

OWNER(S) Signature: _____

Horse OWNER's Contact Information

OWNER's Address: _____

OWNER's Phone: _____

OWNER's Email: _____

Emergency Contact(s): _____

APEC BOARDING AGREEMENT

APPENDIX A.

DESCRIPTION OF HORSE(S).

a.) Show (Registered) name of horse(s): _____

Barn Name of horse (if different): _____

USEF #: _____

Horse Age: _____

Horse Gender: _____

Horse Breed: _____

Horse Color: _____

Horse Height: _____

b.) Show (Registered) name of horse(s): _____

Barn Name of horse (if different): _____

USEF #: _____

Horse Age: _____

Horse Gender: _____

Horse Breed: _____

Horse Color: _____

Horse Height: _____

Please use the following lines (if needed) to list any of your horse's history, background, limitations, ailments, previous or current health issues that you feel we should know in order for us to provide the best quality of care for your horse:

APEC BOARDING CONTRACT

APPENDIX A, continued.

SCHEDULE OF FEES.

APEC is a full-care horse boarding facility. Included in our Rate of Board ("ROB") are the base costs for care, labor, facility use, property access, stall occupancy, utilities, seasonal services (fans and blanketing), trailer parking (depending on availability), stall bedding (3 bags per week), and forage (costal hay, free-choice coastal, and supplemental alfalfa). Please note that APEC retains the right to adjust these rates at its own discretion and all adjustments will be made with a minimum of 30-day's notice. Grain, excess hay, extra bedding, and all other additional services are not included in the ROB.

Please review our
**STABLING OPTIONS &
PRICE POINTS FOR ADD-ON SERVICES (2022)**
for additional information regarding pricing, fees, and billing.

c.) Please specify which stall type, ROB, and any additional services you wish APEC to provide below.

Stall Type/Barn Location: _____

\$ _____/Total Monthly Cost of Board (Base Rate)

\$ _____/Total Monthly Cost of Additional Services

Special Instructions (Please disclose any dietary needs, regimens, stable vices, unusual habits, turnout preferences or restrictions):

Monthly board and additional fees are due in advance on the 1st of each month. A late fee may apply if board is not paid within 3 days of receiving your invoice for the month. **PAYMENT IS ACCEPTED VIA PAY PAL, VENMO, CHECK, OR ELECTRONIC PAYMENT via our QuickBooks Invoicing System.** All checks must be made payable to: "Alexandria Liverpool of APEC" and must be left in a secure drop-box. All invoices will be sent electronically via email.

Signature acknowledging APPENDIX A. _____

APEC BOARDING CONTRACT

BOARDERS RELEASE OF LIABILITY AGREEMENT

EQUINE ACTIVITY RELEASE OF LIABILITY and HOLD HARMLESS AGREEMENT entered between OWNER and AUBREY PARK EQUESTRIAN CENTER, LLC ("APEC") at 1149 Raymond Burch Trail, Aubrey TX 76227

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Aubrey Park Equestrian Center LLC ("APEC"), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liabilities.
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby acknowledge and release APEC, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else cause by or incidental to my electing to mount and ride a horse owned or boarded by APEC.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
4. I fully understand that horse riding is an active sport requiring basic skill and both the experienced and the occasional rider takes on a risk of accident and injury every time he/ she approaches, mounts or rides a horse. I have been advised and understand that the nature of the risk is such that it cannot be insured except at excessive cost by anyone other than the rider. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or relate to said equine professional's(s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse etc... APEC RELEASE OF LIABILITY bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have assigned to.

PLEASE NOTE ALL THOSE WHO PLAN TO PARTAKE IN HORSE RELATED ACTIVITIES AT
AUBREY PARK EQUESTRIAN CENTER, LLC at 1149 Raymond Burch Trail, Aubrey TX 76227
BELOW:

Person(s)/Owner(s) voluntarily entering into this Release and Hold Harmless Agreement:

NAME (Print): _____.

SIGNATURE: _____.

EFFECTIVE DATE: _____.

NAME (Print): _____.

SIGNATURE: _____.

EFFECTIVE DATE: _____.

Signature (Parent or Guardian if under 18)

NAME (Print): _____.

SIGNATURE: _____.

RELATION TO MINOR: _____.

EFFECTIVE DATE: _____.

Lessor(s) voluntarily entering into this Release and Hold Harmless Agreement:

NAME (Print): _____.

SIGNATURE: _____.

EFFECTIVE DATE: _____.

Signature (Parent or Guardian if under 18)

NAME (Print): _____.

SIGNATURE: _____.

RELATION TO MINOR: _____.

EFFECTIVE DATE: _____.

APEC BOARDING CONTRACT

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

The forms provided in this document were drafted by lawyers with knowledge of equine and contractual matters.

THESE FORMS ARE NOT A SUBSTITUTE FOR LEGAL ADVICE. YOU MAY WANT TO CONSULT WITH AN ATTORNEY REGARDING ANY TRANSACTION TO DETERMINE WHETHER THERE ARE ANY LAWS UNIQUE TO YOUR PARTICULAR STATE OR JURISDICTION.

The laws in each state and the application and impact of individual state laws can vary widely given the changing nature of laws, rules and regulations

APEC BOARDING CONTRACT

PERSONS OF CONTACT.

The following is a signed **PERSONS OF CONTACT** list between **AUBREY PARK EQUESTRIAN CENTER, LLC ("APEC")** and **OWNER**. The following pertains to the rules and regulations of barn behavior between **APEC** and **OWNER(S)**.

OWNER(S) initials and signature validate this contract and the accuracy of the information provided below:

Veterinary Care.

OWNER agrees and understands that it is **OWNER's** responsibility to provide their horse with proper veterinary care and veterinary services. **OWNER** understands that if **OWNER's** horse is or appears sick or injured, **APEC** will first try to contact **OWNER**. If **OWNER** is unavailable, or horse has an emergency, **OWNER** gives **APEC** permission to call **OWNER's** veterinarian, identified as:

_____, with _____.

PHONE: _____.

EMAIL: _____.

- a. **OWNER's** veterinarian is unavailable, **OWNER** authorizes **APEC** to call its veterinarian, and that **OWNER** will be fully responsible for all veterinarian charges incurred. **Initial**_____.
- b. **OWNER** also agrees that **OWNER** will keep horse(s) current on all customary worming and vaccinations, including but not limited to West Nile, Lyme, Tetanus and Coggins. **Initial**_____.

APEC BOARDING CONTRACT

Farrier Care.

OWNER agrees and understands that it is OWNER's responsibility to provide horse(s) with proper hoof care and farrier services. OWNER's farrier is identified as:

_____, with _____.

PHONE: _____.

EMAIL: _____.

a. OWNER's farrier shall have access to APEC and horse(s) during APEC hours of operation (7AM—11PM). **Initial**_____.

b. If OWNERS farrier is unavailable and OWNER's horse is in need of farrier services, OWNER may authorize APEC to call its farrier, and that OWNER will be fully responsible for all farrier charges incurred. **Initial**_____.

List of Farrier & Veterinary Contacts that service 1149 Raymond Burch Trail, Aubrey TX 76227:

- WEEMS & STEPHENS (940-365-9632)
- EQUINE ATHLETE (Bree Valesin, 214-846-4823)
- HOOVES & PAWS (940-365-9430)
- IRON HORSE EQUINE SERVICES (Zane Johnson, 208-631-7812)
- PURDY HORSESHOEING (Brenden Kanakaole, 808-277-9760)

Boarders are welcome and encouraged to use whomever they trust and know to perform all necessary farrier and veterinary care.

APEC BOARDING CONTRACT

Off-site Trainers.

- 1) **APEC** does not authorize or permit off-site trainers or independent trainers to use our facility in order to gain a profit, nor are they allowed to solicit their services to other boarders without signed permission from **BARN MANAGEMENT** and a written letter of consent between off-site trainer and **BARN MANAGEMENT**. All off-site trainers must show proof of liability insurance and sign a Release of Liability.

(Property Owner/Barn Management: Alexandria Liverpool
& Property Owner/ Property Management: Guadalupe Liverpool).

Prohibited Activities.

- 1) Neither **OWNER** nor their **GUESTS** or **AGENTS** shall feed, turn-out, walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at **APEC** without permission of **APEC** or that horse's owner.
- 2) Neither **OWNERS**, **GUESTS**, or **AGENTS** are permitted to engage in vulgar, offensive, or negligent behavior that may endanger other boarders and/or horses.
- 3) Neither **OWNERS**, **GUESTS**, or **AGENTS** may solicit any services or products anywhere on property owned by **AUBREY PARK EQUESTRIAN CENTER, LLC**.

Authorized Persons.

APEC has discretion when and under what circumstances to allow **OWNERS** designated **PERSONS** ("GUESTS" or "AGENTS") to have access to horse(s) or APEC's facilities and amenities. All **GUESTS** must sign below before they may have access to any horse(s), amenities, or facilities at APEC. By listing your information and initialing below, you agree to all **BOARDING AND TRAINING AGREEMENT TERMS AND CONDITIONS** and hereby **RELINQUISH ALL YOUR RIGHTS TO HOLD APEC LIABLE FOR ANY DAMAGE TO YOURSELF OR YOUR PROPERTY UNDER TX LAW (CHAPTER 87)**. PAGE 12. APEC PERSONS OF CONTACT OWNERS designated **GUESTS** include:

(Name) _____, (Street address) _____
_____, (City) _____, (State) _____, (Zip code) _____
_____, (Phone) _____, (Sex) _____, (Age) _____ (Relation) _____

I understand the **TERMS and CONDITIONS**: _____

(Name) _____, (Street address) _____
_____, (City) _____, (State) _____, (Zip code) _____
_____, (Phone) _____, (Sex) _____, (Age) _____ (Relation) _____

I understand the **TERMS and CONDITIONS**: _____

APEC BOARDING CONTACT

RELEASE FROM LIABILITY (continued...)

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

- a. HORSES ARE INHERENTLY DANGEROUS. I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that APEC cannot control the horses it boards, and that I shall release and hold harmless APEC from any injury arising out of or related to equine activities at APEC's facilities. **Initial_____.**
- b. HELMETS AND SAFETY GEAR I understand that it is the recommendation of APEC to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initial_____.**
- c. I AM RESPONSIBLE FOR MY OWN CONDUCT AND THAT OF MY OWN HORSE and/or THE HORSE I AM RIDING. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property. **Initial_____.**
- d. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents. **Initial_____.**
- e. DEATH OR INJURY TO HORSE. APEC, its owners, trainers, agents or employees will not be held responsible for injury or death of OWNERS horse(s) or any absent/active negligence on their part. **Initial_____.**

APEC BOARDING CONTRACT

- f. HOLD HARMLESS, DEFEND, AND INDEMNIFY. OWNER/GUEST agrees to defend, indemnify, save and hold harmless APEC and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Boarder's use of APEC, presence at APEC's facilities, Horse's conduct, OWNER/GUEST use or access to Horse, or OWNER/GUEST or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. **Initial**_____.
- g. COSTS, ATTORNEYS FEES. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, OWNER, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements. Initial: _____ I HEREBY AGREE TO THE THESE TERMS AND CONDITIONS, SET FORTH BEFORE ME BY BARN MANAGEMENT HERE AT AUBREY PARK EQUESTRIAN CENTER, LLC.

Printed Name: _____.

Signature: _____.

Date:_____.