

RUSH HOLLOW ACRES BOARDING AGREEMENT

801 OLESON ROAD MARENGO IL 60152

DEVAN SAPPANOS

Cell 612-817-5824

Owner's Name _____

Address _____

Phone Number _____ alternate _____

In case of Emergency, contact _____

Horse's Name _____ Age _____ Breed _____

Arrival Date _____ Color and Markings _____

Does horse have any bad Habits? If yes, please describe _____

Medical History of Horse Colic _____ Frequency _____

Founder _____ When _____ Allergies _____

Other medical history _____

Vaccinations and last dates Rhino Flu _____ E/W Tetnus _____ West Nile _____

Other _____

Date of last worming _____ Coggins Test _____

Current feeding program Grain _____ -Hay _____

Other? (owner must supply) _____ Other info _____

Veterinarian emergency contact _____ Phone _____

Do you want the farm to use a local vet in case of emergency? Check one Yes ___ No ___

This horse is considered a surgical candidate in the event of colic or serious injury Allness

Check one YES ___ - NO ___ Owner initials _____ Date _____

HOLD HARMLESS AGREEMENT

1. I, _____ (participant or if minor, guardian) the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Devan Sappanos, and their agents and employees, dba Rush Hollow Acres ("Company"), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I understand the potential dangers that could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses and dogs. Understanding those risks I hereby release that Company, 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 caused by or incidental to my electing to mount and ride a horse, or be a spectator at such event, at Rush Hollow Acres.

3. I understand that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys, and hinnies) as itemized above.

4. 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 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.

I acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, **Rush Hollow Acres**, and its employees or owners from any liability arising from accident, injury, theft, damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction. This agreement shall continue for each and every visit **Rush Hollow Acres**.

Participant agrees that Participant has been given sufficient time to read, and understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Illinois.

In addition, I, _____, (participant or if minor, guardian) hereby grant permission and authority to Round Hill Ranch to act for us in executing verbal instructions of if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency.

Rush Hollow Acres requests that an ASTM/SEI Helmet is worn at all times while riding. Not wearing a helmet is at your own risk.

I have received OR read and am familiar with the Illinois Equine Activity Liability Act

Owners initials _____ date _____

Boarding Agreement

Monthly Stall Board of 450.00 is due on the first day of each month. Boarding includes free choice of salt and fresh water. Unlimited quality grass/alfalfa will be supplied all year round. Run in sheds are provided for shelter. Pasture in the summer supplemented with hay. Pastures will be protected and opened at owner's discretion. Horses may be rotated into different pastures at owners discretion. Barn, stalls, tack lockers, round pen are available at all times to boarders on a first come basis. Please keep the area's you use clean. The property with exception of in front of the house is open for riding. Some grain is included 1-2 X per day, supplements if owner supplied and we worm all the horses 4 times per year at our expense. Your horses condition will be checked daily. Late fees will apply after the 3rd of each month, \$10.00 after the 3rd, \$15.00 after the 7th and \$25.00 after 15th.

Other Risks

Inherent Risks and Assumptions of Risk. It is understood that in the event of death of the horse or if the horse becomes unfit to train, the trainer has the option of terminating this agreement. Owner will be responsible for removing said horse. During the time the horse is in the trainer's custody, the trainer shall not be responsible for sickness, disease, estray, theft, death or injury suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse, EXCEPT in the event of negligence on part of the trainer. This includes, but is not limited to any personal injury or disability the horse owner or owner's guest may receive on trainer's premises.

Hold Harmless Extended. The owner fully understands that the Trainer does not carry any insurance on any horses not owned by the trainer that are here for boarding or any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or any other reason for which the horse is on the premises of the trainer are to be borne by the owner.

Owner reserves the right to notify the owner within (7) seven days of the horse's arrival if said horse, in the trainers opinion, is dangerous, un-trainable, unhealthy, handicapped or otherwise unfit to train. Upon such notification, Owner shall remove said horse with in (7) seven days and all expense incurred to date will be paid before horse departs. In this event, the contract and all fees shall be terminated.

Limitation of Actions. Any action or claim brought by owner against Trainer for breach of this contract for the loss due to negligence must be brought with in (1) one year of the date of such claim occurs.

Rules and Regulations. The owner agrees to abide by all the rules and regulation of the trainer. IN the event someone other that the owner shall call for the horse, such a person shall have written authority signed by the owner before obtaining the horse.

Right of Lien. The owner is given notice that the Farm Owner has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right without process of the law, to retain said horse and other property until the amount of said indebtedness is discharged. However, trainer will not be obligated to retain and or maintain the horse in question in the event the amount of the bill exceeds that anticipated unregistered value of the horses. IN the event the Trainer exercises Trainer's lien rights as above described for non-payment, this agreement shall constitute a bill of sale and authorize to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by trainers representatives setting forth the material facts of the defaults and foreclosure as well as trainer's compliance with foreclosure procedures as required by law. IN the event that collection of this account is turned over to an attorney, owner agrees to pay all attorneys' fees. Costs, and other related expenses for which a minimum charge of \$250.00 will be assessed.

Entire agreement. This contract represents the entire agreement between parties. No other agreements, promises or representations, verbal or implied are included herein unless specifically stated in the written agreement. This contract is made and entered into in the state of the trainers stable and shall be enforced and interpreted in accordance with the laws of said state.

Enforceability of contract and severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Owner signature

date

Warning

Under the Equine Activity Act, Each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss or damage to person or property resulting from the risk of equine activities.

'Coggins must accompany horse on property.

'Please attach a separate sheet if necessary with any additional information.

""""PLEASE attach a copy of your Driver's License or Picture Id.