



Finally Farm Horse Boarding, LLC
 25023 Algonquin Trail
 Culpeper, VA 22701
 (540) 404-5900

Horse Boarding Agreement and Liability Release

By this agreement, made and entered this _____ day of _____, 20____
 by and between Finally Farm Horse Boarding, LLC, herein referred to as the “Stable” and
 _____, who resides at
 _____,
 herein referred to as the “Owner”.

It is hereby agreed to as follows:

Fees:

1. Owner agrees to pay the sum of \$_____ per month for _____ type of
 boarding. Monthly board is to be paid in advance and is due on the first day of the month.
 Stable requires 30 day notice, in writing, if Owner intends to sell or move horse. Owner is
 responsible for a full month’s board should there be no notification prior to horse leaving Stable
 premises. Owner shall pay all charges of and for special services listed hereinafter and all
 veterinary and medical costs that may be incurred hereinafter for the horse. A late fee of five
 dollars (\$5.00) per day is charged for payments made after the fifth day of the month.

Information on horse(s) to be boarded:

Name of Horse: _____ ID#(If applicable): _____
 Breed: _____ Color: _____
 Sex: _____ Age: _____
 Value of Horse: _____
 Other important information (i.e. medical problems, special treatment needed, monetary limit for
 emergency vet calls, etc.): _____

Name of Horse: _____ ID#(If applicable): _____
 Breed: _____ Color: _____
 Sex: _____ Age: _____
 Value of Horse: _____
 Other important information (i.e. medical problems, special treatment needed, monetary limit for
 emergency vet calls, etc.): _____

Services:

2.1 The boarding fee includes (unless self-care option is chosen) feeding twice daily. The horse will be provided with an adequate amount of hay to sustain its weight and nutritional requirements. For Owner's choosing stall boarding (not available at this time), horses will be provided with a 12 x 12 box stall, which will be cleaned daily. Stalled horses will be turned out at night during the warm season, and turned out in the daytime during the cold season unless Owner instructs differently.

2.2 In the event that someone other than the Owner or his/her family member calls for the horse, such person must have written permission signed by the Owner to remove or ride horse.

2.3 If requested by Owner, Stable will feed supplements provided by the Owner, as directed by Owner and/or veterinarian, at no charge (unless self-care option is chosen).

2.4 Blankets, provided by the Owner, will be put on and taken off, as requested by the Owner, at no charge (unless self-care option is chosen).

2.5 Deworming will be done every eight weeks by the Stable at the owners cost. Stable will bill Owner for the cost of wormer in the following month's board bill. Owners are responsible for repayment to stable within 30 days.

Boarding Rules and Regulations:

3.1 Barn hours are from 7:00 a.m. to 9:00 p.m.

a) Special arrangements may be made with management for people who prefer to come to the barn outside of the hours of 7:00 a.m to 9:00 p.m.

b) Owners are responsible for notifying management if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to management. A message board is provided in barn tack/feed room for communication purposes.

c) Management will determine whether a horse(s) returning from outside activities will need to be quarantined.

3.2 Protective Head Gear and Attire: Individuals must wear ASTM approved/SEI certified hard helmets when on horseback on Stable premises. Owner has been warned and advised by this Stable that protective headgear which meets or exceeds the quality standards of the ASTM approved/SEI certified Equestrian Helmet should be purchased and worn while riding and being near horses, and 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 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 moderately loose fitting pants to protect legs, and riders should also consider wearing equestrian pants, breeches, or jodhpurs, which have leather inner knee/calf patches, or chaps that provide inner leg grip and added stability in the saddle.

3.3 The Stable requires anyone under 18 to be supervised by an adult.

3.4 Please clean up after yourself. Sweep the floor when done grooming your horse. Pick up any manure your horse drops in the barn or riding ring. There are muck buckets for the Owner's use in the barns. Turn off all water when done.

- 3.5** The Stable is not responsible for anything lost, stolen, or damaged. Do not borrow equipment from anyone, including the Stable, without first receiving permission.
- 3.6** Stable is not responsible for your equipment. Please keep tack room orderly. Put all equipment away after each use.
- 3.7** No stallions.
- 3.8** Please take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.
- 3.9** Owner will provide yearly proof of current Coggins test. Management requires yearly proof of inoculations (vet bill or vet supply receipt). If proof of inoculation is not received yearly, management will inoculate horse(s) and bill Owner in the following month's board bill. Owners are responsible for repayment to stable within 30 days.
- 3.10** Any rider or handler other than Owner must contact Stable Management and sign a Riding and Equestrian Activity Release and Hold Harmless agreement. Signed agreements will be kept on file in Stable office.
- a) Owners are responsible for informing any rider or handler of Stable rules. If a rider or handler continuously disregards Stable rules, they may be asked to leave the premises.
- 3.11** Unless otherwise arranged, during summer hours, horses being stall boarded (not available at this time) are turned out overnight when there are less insects and it is cooler and more comfortable for the horse. If horse Owner, rider or handler rides in the evening, they are responsible for putting horse outside in the appropriate turnout paddock. Special arrangements may be made with management on the occasion, that for whatever reason, there needs to be a deviation from the schedule. Stable is not responsible for horses left inside if owner chooses to deviate from stable schedule.
- 3.12** All horses being stall boarded (not available at this time) are turned out on a daily basis, weather permitting. If Owner, on occasion, would like horse(s) to remain in, Owner is responsible for leaving notice on the message board in barn tack/feed room.
- 3.13** Outside instructors wishing to provide instruction must provide proof of insurance. Instructor must provide valid proof of insurance in excess of one million dollars to be filed in Stable office.

Release and Indemnity/Hold Harmless:

- 4.1** Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse, Owner or Owner's guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by Stable in defense of such claims.
- 4.2** If horse becomes ill or is injured, the Stable shall attempt to telephone the Owner immediately. If the Owner does not immediately inform the Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall promptly pay all expenses for all services relating to this illness or injury. Owner will provide Stable with a list of all contact information related to horses, including: emergency contact, veterinarian, farrier and insurance company.
- 4.3** The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The Owner further agrees he/she shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Stable's property such as stalls, buckets,

lighting, fencing, wiring, etc. and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons or their property.

4.4 Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owner's horse and other personal property, including without limitation appropriate policies of property and liability insurance.

4.5 Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result in an injury or death to other animals, including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner to not maintain control over his or her horse or horses. Owner understands that horseback riding is classified as a 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.

4.6 OWNER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY OWNER OR OWNER'S HORSE, OR THEIR PRESENCE UPON STABLE PROPERTY AND FACILITIES, including without limitation: Equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

4.7 Owner hereby releases, exonerates and absolves Finally Farm Horse Boarding, LLC, staff members, agents, any other representatives, any other cooperating or coordinating agencies or groups, and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue them or any of them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses (collectively "Liabilities") arising out of the use or presence upon Stable property and facilities by Owner or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

4.8 Owner hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.

4.9 Owner agrees that boarded horse(s) will be wormed, immunized, have teeth floated, and that horses will be shod or trimmed on a regular basis (or a minimum of every eight weeks). Owners are responsible for setting appointments for services unless owner requests assistance from Stable management.

Right of Lien:

5. The owner hereby grants a lien on the horse for all charges resulting from boarding and rendering of any other services to the animal. The Stable has the right of lien as set forth in the laws of Virginia. Said lien shall be for the amount due for board and additional agreed upon services. Stable shall have the right, without process of law, to retain said horse until the indebtedness is satisfactorily paid in full. Horse Owner agrees to pay any and all expenses incurred in the collection of board, interest, damages, and any other charges incurred in the collection of board. Horse Owner agrees that said horse may not be removed from the property for any purpose until all accounts are settled in full. Any legal action must be brought in the County of Culpeper, State of Virginia.

Termination:

6.1 Owner agrees to abide by all the rules and regulations of Stable. Failure to do so will result in the following action: a) verbal warning of violation, b) written notice of violation, c) possible eviction

6.2 Either party may terminate this agreement by giving thirty (30) days written notice.

6.3 This agreement is entered to in the state of Virginia and will be interpreted and enforced under the laws of the state of Virginia.

NOTICE: Wearing an ASTM approved/SEI certified helmet and approved riding boots is required while under direction of Finally Farm Horse Boarding, LLC and their equine professional(s) and while riding on their property. I understand this and if I were to choose not to wear or use this equipment, I will hold Finally Farm Horse Boarding, LLC harmless from any and all liability resulting from or by, not following this requirement.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. AND OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Please print:

Owner: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Cell Phone: () _____

Emergency Phone Number: () _____ Email: _____

Signature of Owner: X _____ Date: _____

Signature of parent or guardian if owner is under 18 years of age:

X _____ Date: _____

Signature of Stable Representative:

X _____ Date: _____