

Horse/Pony Boarding Agreement & Liability Release

Full Boarding



By this agreement, made and entered this day of, by

And between, Owner(s) Name(s): herein referred to as the "Owner", and Woodlands Equestrian Club, herein referred to as the "Barn".

FEES

It is hereby agreed to as follows: 1.0 Owner agrees to pay the sum of **\$1,050 per month for main board services**. Statements will be sent by email 2-6 days before new month's Full Boarding starts. Owner understands that the Barn will not allow any horse to leave on any given day later than noon without charging one full day's board. Monthly board is to be paid in advance and is **due by the 5th of the current month**. Barn requires a valid credit card on file to be charged only in the case of owner wanting to be added to the autopay list as a way of payment or in the circumstance of owner not paying his/her bill by the due date. Credit card payments will be increased by a convenience fee of 3% of the total amount owed. **Barn requires 30-day notice**, in writing, if Owner intends to sell or move horse. Owner is responsible for full month's board should there be no notification payable prior to horse leaving Barn 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. No horse under any circumstance is permitted on the property without current negative Coggins report, Release of Liability and \$1,050 deposit payment by check. A late fee of twenty dollars (\$20) per day is charged for payments made after the fifth day of the month. An invalid check fee of twenty dollars (\$20) is charged for returned checks. Under Texas Law (Chapter 87 Civil Practice and Remedies Code) an Equine Professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. Owner understands that any changes in the services provided to his horse as per the miscellaneous fees or training will change the invoice. Main barn board services include the following: www.woodlandsequestrianclub.com/mainbarn. Training, extra care, etc., will incur into additional fees. Owner also understands that as any business, the barn may make changes on its fees and will inform the owner in writing within a 30 days' notice period.

2.0 If horse becomes ill or injured, the Barn shall attempt to telephone owner immediately. If Owner does not immediately inform the Barn regarding measures to be taken, or if the state of the animal's health requires immediate action, The Barn is legally authorized to request the services of to veterinarian or to give any other attention that appears advisable for the health of the horse. Owner acknowledges and accepts the risks and dangers inherent in equine activities "Equine related risks" including the propensity of a horse to behave in ways that may result in injury or harm the Barn'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.

2.1 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.

2.2 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 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 its" horse or horses.

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2.3 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, explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

2.4 Owner hereby releases, exonerates and absolves WOODLANDS EQUESTRIAN CLUB LLC., the City of Tomball, The City of Woodlands, Woodlands Equestrian Club, it's officers, owners, staff members, volunteers, employees, sponsors, organizers, agents, clients, vendors and 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 Barn 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.

2.5 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.

2.6 Owner agrees that boarded horse(s) will be de-wormed in a regular basis through the Barn's de-worming program or other provider of his/her choice.

2.7 Barn recommends that owner maintain appropriate coverage for owner's horse and other personal property, including appropriate policies of mortality, medical, as well as property and liability insurance.

2.8. WEC requires a refundable deposit of one month at the time of first bill payment. This deposit will be 100% refundable after the termination of this agreement. This amount may also be used to cover some of the expenses incurred after termination of the agreement.

2.9. There is a minimum training package to all horses boarded at the main barn of at least 1 lesson/weekly. Those horses without a minimum training package will have an additional \$100 fee without exceptions.

3.0. Owner understands that any changes that he/she wishes on her/his horse by a trainer must be informed in writing within 30 days (in writing to management) of such change unless it involves change due to an injury.

RIGHT OF LEIN

3.0 The owner hereby grants a lien on the horse for all charges resulting from boarding and rendering any other services that has been approved by the owner to the animal. If any such charges are unpaid for a period of 90 days after they come due, the Barn may, upon 15 days' notice in writing to Owner, sell the horse; breed associations registration papers upon enforcement of this clause. The notice may be served by registered or certified mail with returned receipt requested, addressed to the owner at the address stated above. The proceeds of the sale, after paying the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness the Owner shall pay the difference to the Barn.

4.1 HOUSING

4.2 WORMING: 60 Day Rotation. It is mandatory that all horses participate in WEC's worming program or other of their choice.

4.4 FLY CONTROL: The Barn has two central fly control systems throughout the barns.

4.5 SECURITY: Barn has on-site residents who are horse professionals 24/7.

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5. ADDITIONAL SERVICES Available for an additional fee – See miscellaneous services chart in your Welcome Kit (after hours use of lights, laundry, etc.)

5.0 If requested by owner, Barn will feed supplements as directed by Owner and/or veterinarian at no extra fee.

5.4 Body Clipping and Grooming: Prices vary; please refer to price chart for details.

6. BOARDING RULES AND REGULATIONS

6.0. Opening hours:

March – September

Mon-Fri: 8 a.m. - 9 pm.

Satur-Sunday: 8 a.m. - 8 pm.

October– February

Mon-Fri: 8 a.m. - 8 pm.

Satur-Sunday: 8 a.m. - 6 pm.

6.2 CLOSING: If you are the last person in the barn, you are required to turn off all lights (bathroom included) and check all doors to make sure they are shut and properly locked, including your tack trunk, the tack room and main gate. (Lock's code will be given to new boarders). Please be sure if you are the last rider to turn OFF all arena and barn lights.

TRAVEL and TRANSPORT

7.0 Boarders are responsible for notifying management, in writing, if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to management. A black mailbox outside the office may be used to leave notes to WEC's management.

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

SAFETY

8.0 All riders under the age of 18 years must wear approved hard helmets when on horseback while on Barn premises or on trail adjacent to property. For individuals 18 and older, management strongly recommends the use of hard helmets.

8.1 Management requires anyone under 18 to be supervised by an adult.

8.2 Management strongly recommends for your safety that there be no bareback riding.

8.3 No horse under any condition is to be tied by the bridle.

8.4 All horses must be led with a halter and lead rope.

8.5 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.

8.6. Fire Pit and smoke is forbidden in the Barn. Patrons assume all risks and possible personal injury associated with open fire, including liability for damage caused to anyone or anything as a result of open fire. Patrons are responsible for any and all damage if any flammable products of any type are used for starting a fire.

8.7. I understand that my car, items inside of my car and all my unattended belongings, inside or outside the facility of Woodlands Equestrian Club have been left at MY OWN RISK. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WEC, Woodlands Equestrian Club, Isa-Rosal, LLC., Antonio Renilla, Ana Renilla, Marta Renilla and any of their offices and employees from any

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and all claims, demands or causes of action, which are in any way connected with my belongings during my stay in Woodlands Equestrian Club property. I hereby speak on behalf of myself, my guests and my relatives during my or our visit to the barn.

CLEANLINESS

9.0 Please clean up after yourself, including proper disposal of cigarette butts. Sweep the floor when done grooming your horse. Pick up any manure your horse drops (even outside Barn). Please dispose of in wheelbarrow. Turn off all water when done; make sure that your horse's stall door is secure and latched.

9.1 Please pick and clean your horses' hooves prior to taking them out of the stall and clean your horse free of mud and or sand prior to putting them back into their stall.

9.2 Do not leave trash in or around Barn.

EQUIPMENT

10.0 Barn is not responsible for any property lost, stolen, or damaged, to and including horses, cars, trailers, etc. And even though robberies do not occur in our facility, WEC highly encourages horse owners to keep their belongings inside of their trunks with a lock while not on the property.

10.1 Do not borrow equipment from anyone, including Barn, without first receiving permission from the equipment's owner.

10.2 Barn is not responsible for your equipment. Please limit your equipment to 1 saddle, 1 bridle, and 1 trunk per horse. Please keep tack room orderly. Put all equipment away after each use. Limited space may be available for additional storage on a first come first serve basis.

10.3 Barn will provide: Community brushes (not for use on horses that have skin disorders or fungus), hoof picks.

10.4 Washing Machine and Dryer are NOT to be used without prior written consent.

10.5 Tack Room is to be kept clean and tack is to be clean and oiled regularly.

10.6 A refrigerator and microwave are available for customers' use at WEC's Café at no cost.

HORSE HEALTH

11.0 No horse shall be permitted on premise without current negative EIA / Coggins documentation.

11.1 Owner will provide yearly proof of current Coggins test.

11.3 Scheduled Stable Rhino/Flu/West Nile inoculations are administered in January and July. If Owner prefers not to participate in scheduled Barn inoculations, management requires proof of inoculation (vet bill or vet supply receipt) of inoculations.

12.0 ALL COMPLAINTS ABOUT THE CARE OF YOUR HORSE OR OTHER BARN ISSUES MUST GO DIRECTLY TO MANAGEMENT. DRAMA, GOSSIP AND NEGATIVE COMMENTS WILL NOT BE TOLERATED!

RELEASE and HOLD HARMLESS AGREEMENT

13.0 It is not allowed to ask a rider who is not a barn's trainer or designated rider by the barn, to train your horse, unless management authorizes. For everyone's safety, please ask your trainer to do your horses' rides, not another student, rider or friend. Only your direct family could train your horse on your behalf. In addition, any rider or handler other than Owner must contact Barn Management and sign a Liability Release and Hold Harmless Agreement. Signed agreements will be kept on file in the Barn office.

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13.1 Any rider or handler other than Owner must contact Barn Management and sign a Liability Release and Hold Harmless Agreement. Signed agreements will be kept on file in the Barn office.

13.2 Any rider or handler other than Owner must wear a hard helmet regardless of age while on the horse.

13.3 Owners are responsible for informing any rider or handler of Barn rules. If a rider or handler continuously disregards Barn rules, they may be asked to leave the premises.

13.4 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.

FEED

a) High quality grain is provided twice daily, approx 1% of bodyweight per horse upon owner's request.

b) Hay: Adequate amount of hay provided (approx 1-2% of bodyweight) to sustain his weight and nutritional requirement.

14.0 No boarder is to feed additional hay, grain, or supplement. NO REDUCTION in board will be given if alternate feed is provided. Stable is not responsible for the well being of any horse/pony receiving amounts of feed determined unsuitable by Stable management.

14.1 Additional hay or grain is available for an additional charge per month.

14.2 Special feed required by older or sport horses is available for an additional charge.

14.3 No Owner or designee of Owner, other than barn staff, is to provide additional grain, hay, supplements or medications to Owner's horse without first consulting with and notifying Barn Management.

OUTSIDE INSTRUCTORS/RIDERS

15.0 Outside instructors wishing to provide instruction in the property must discuss and sign training agreement with WOODLANDS EQUESTRIAN CLUB LLC. Management: Antonio Renilla, Marta Renilla or Ana Renilla. As a general rule, outside trainers or riders are not allowed to give lessons or ride a boarding horse on the Property and on their own. The only rider allows to ride a boarder's horse is the boarder, direct relative and the barn's instructors upon confirmation with the management.

DRESS CODE

16.0 Stable Attire: Adequate riding breeches or jeans and proper adequate shirt. No tops or tight shirts.

DRUGS/ALCOHOL/CIGARRETES

17.0 No Liquors, drugs or illegal substances allowed on property unless required for medical use and with prior consent of Management. 4/10 Page 6

17.1 No riding or handling horses while under the influence of alcohol, drugs or intoxicants.

17.2 No underage drinking.

17.3 Smoking in WEC's facility is totally FORBIDDEN

TRAILERS

18.0 Space is available upon request at the Trailer Parking.

18.1 AT YOUR OWN RISK. Neither barn, nor anyone affiliated with the Barn is responsible for any damage, theft, etc. Owners can bring their own locks for their horses' equipment trunks, trailers, etc.

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DOGS

18. We do not recommend to bring dogs to the barn unless it is completely necessary. Only barn dogs are allowed at WEC. Horse Owners are not allowed to bring more than ONE dog to the barn at a time. If Owner chooses to bring a dog, such dog must **always** be on the leash and will have to stay outside any closed barn or covered arena. Such dog must **always** be attended by a responsible adult and must have all the immunization records.

TERMINATION

19. Owner agrees to abide by all the rules and regulations of the Barn described above. Failure to do so will result in the following action:

- 1) Verbal warning of violation by WEC's management
- 2) Written notice of violation by WEC's management
- 3) Possible eviction. Either party may terminate this agreement by giving thirty (30) days written notice.

19.1 This agreement is entered to in the state of Texas and will be interpreted and enforced under the laws of Texas. Boarding Agreement must be accompanied by a signed copy of the General Release of Liability and Medical Release Form. Owner acknowledges that Manager is not liable for any damages caused to Owners horse due to medications administered by Manager or its staff.

I, THE UNDERSIGNED, BEING OF LEAGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFULENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. OWNER / LEASEE / RIDER ACKNOWLEDGE RECEIPT OF A COPY OF THE AGREEMENT.

Name: _____

Address: _____

Telephone: _____ Veterinarian's name & Ph #: _____

Ferrier Name & Ph #: _____

Email: _____

Signature of Owner: _____ Date: _____