

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

Diamond C Stables & Ranch, LLC

STABLE / OPERATOR NAME, hereinafter known as "**THIS STABLE**".

27030 Toutant Beauregard Rd, Boerne, Texas 78006

Location or Address of **THIS STABLE**

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **DEFINITIONS** The term "OWNER" shall herein refer to the owner, part-owner, or lessee of the animals which are contracted to be boarded under this Agreement. The terms "HORSE", "EQUINE", and "ANIMAL" shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. BOARDING services may include the provision of designated horse riding and training arenas and open space, in which the OWNER can ride and work with their horses at times that are specified by THIS STABLE. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "WE", "ME" or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor.
- B. **AGREEMENT PURPOSE, CONSIDERATION, AND TERRITORY** At the commencement of this agreement OWNER agrees to pay the sum of \$ _____ per _____ per animal, in consideration for THIS STABLE undertaking the board of the animal(s) listed under Clause C. below. Monthly charges are to be paid in advance and are due on _____. This agreement shall be legally binding upon me the OWNER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from THIS STABLE'S owners or associates and / or when I ride and / or am near horses on or off of THIS STABLE'S property. Any disputes by the OWNER shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.
- C. **DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED** by THIS STABLE is hereby stated as follows:
- Name of Horse _____ ID # _____
Breed _____ Color _____ Sex _____ Approximate Value \$ _____
Current Insurer _____ Pol. No. _____ Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: _____
Other Pertinent Information _____
 - Name of Horse _____ ID # _____
Breed _____ Color _____ Sex _____ Approximate Value \$ _____
Current Insurer _____ Pol. No. _____ Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: _____
Other Pertinent Information _____
- D. **FEE SCHEDULE FOR BOARDING SERVICES** I / WE AGREE THAT: THIS STABLE shall provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement, which shall become part of this agreement.
- OWNER shall pay fees to THIS STABLE for boarding services as below checked:**
- 1 BOARD - Include: 2 TIE STALL 3 BOX STALL 4 PASTURE BOARD
- 5 REGULAR GRAIN FEEDINGS 6 REGULAR HAY FEEDINGS AM NOON PM
- 7 BEDDING/STALL CLEANING 8 PADDOCK, PASTURE TURNOUT
- 9 EXTRA FEEDS / FEEDINGS - describe: _____
- 10 GROOMING / CLIPPING - describe: _____
- 11 ARENA USE / OTHER BOARDER FACILITIES
- 12 TACKING UP AND COOLING DOWN 13 TACK CLEANING
- 14 HANDLING HORSE(S) FOR FARRIER AND VET
- 15 EXERCISE / CONDITIONING - describe: _____
- 16 HORSE TRAINING / SCHOOLING @ _____ hours per week Describe _____
- 17 RIDING INSTRUCTION (Must also sign riding instruction agreement) _____
- 18 _____
- E. **FEE SCHEDULE CHANGES:** I / WE AGREE THAT: Fee schedule may change at any time and should fees change, THIS STABLE shall give OWNER no less than 30 days written notice.
- F. **BOARDED HORSE HEALTH WARRANTY** I / WE AGREE THAT: Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for tetanus, rabies, _____, and _____. The following up-to-date documents must be presented to THIS STABLE by OWNER prior to the entry of horse onto THIS STABLE'S premises:
- 19 Vet. Health Certificate 20 Worming and Immunization Record 21 Negative Coggins Test
- G. **THIS STABLE'S RIGHT OF TERMINATION** I / WE AGREE THAT: THIS STABLE may terminate this agreement to board any horse(s) for any reasons which may include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and / or vices which THIS STABLE is not equipped to handle; OWNER'S refusal to obey stable rules or to cooperate with THIS STABLE on reasonable requests relative to the management, welfare and safety of animals and people on premises; and in event of the discontinuation of the business of boarding of horses. In such event THIS STABLE shall give OWNER 30 days written notice to remove boarded animal(s) from premises. After all fees have been paid in full this Agreement is concluded. Failure to pay fees or other charges as due shall entitle THIS STABLE to immediately terminate this Agreement and to keep the animal in THIS STABLE'S possession until all fees and charges are paid in full.
- H. **OWNER'S RIGHT OF TERMINATION** I / WE AGREE THAT: Upon 30 days written notice to THIS STABLE the OWNER may terminate this Agreement for any reason. THIS STABLE shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. After all fees have been paid in full this Agreement is concluded.
- I. **LIEN AGAINST BOARDED ANIMAL** I / WE AGREE THAT: The OWNER hereby grants a possessory lien against the boarded animal(s) to THIS STABLE for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charges go unpaid, THIS STABLE shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE.
- J. **ROUTINE HORSE CARE REQUIREMENT** I / WE AGREE THAT: The boarded horse(s) must participate in THIS STABLE'S worming, immunization and teeth floating programs, the cost of which shall be borne by the OWNER.
- K. **BOARDED HORSE ILLNESS OR INJURY** I / WE AGREE THAT: Should the horse(s) become sick or injured, THIS STABLE shall attempt to notify the OWNER immediately. If the OWNER does not immediately inform THIS STABLE regarding measures to be taken, or if the state of the animal's health requires immediate action, THIS STABLE is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services.
- L. **VISITOR PERMISSION TO HANDLE HORSE(S)** I / WE AGREE THAT: In the event someone other than the OWNER or OWNER'S family members has intent to call for the boarded horse(s) without the supervision of the OWNER, such parties shall have clear written permission or other agreed upon pre-arranged permission from the OWNER(s) to remove, handle, or ride specific boarded horse(s).

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M. **OWNER ACCEPTANCE OF RESPONSIBILITY** I / WE ACKNOWLEDGE THAT: OWNER has inspected THIS STABLE'S premises and / or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER'S horse(s) and OWNER, OWNERS family, guests and visitors who enter the premises. OWNER is responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody or control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them. OWNER agrees to maintain personal liability insurance on the boarded horse(s) and to provide THIS STABLE with proof of same. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER'S family members, invitees, and agents caused by or in relation to the OWNER'S boarded horse(s). OWNER agrees to at all times maintain adequate accident / medical insurance to cover OWNER and family members.

PERSONAL LIABILITY INSURER _____ POL.# _____ POLICY LIMITS _____

ACCIDENT / MEDICAL INSURER _____ POL.# _____

N. **INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. 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 horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

O. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING** I / WE ACKNOWLEDGE THAT: THIS STABLE is **NOT** responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.**

P. **PROTECTIVE HEADGEAR / WARNING** I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving, training, and / or being near horses, and I understand that the wearing of such headgear/ helmet 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. **I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

Q. **DIRECT LOSS TO PERSONAL PROPERTY WARNING** I / WE AGREE THAT: The OWNER is hereby warned that while on THIS STABLE'S premises, direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment, trailer, and other personal property is not covered by THIS STABLE'S insurance. The party who has the financial interest in and / or owns such items has the responsibility to insure the items under his / her own insurance policies.

R. **RELEASE OF LIABILITY** I / WE AGREE THAT: In consideration of THIS STABLE undertaking the board and related services under the terms set forth herein, I, the undersigned OWNER, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

S. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

T. **ADDITIONAL AGREEMENTS** Additional clauses to this contract may be entered here or attached on separate page(s) . If none, check box 22

**All Owners and Parents or Legal Guardians must sign below after reading and completing this entire document.
Spouses must sign for themselves.**

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

PRINT NAME OF OWNER # 1	SIGNATURE OF OWNER # 1	DATE
PRINT NAME OF OWNER # 2 or PARENT OR LEGAL GUARDIAN	SIGNATURE OF OWNER # 2	DATE
PRINT NAME OF OWNER # 3 or PARENT OR LEGAL GUARDIAN	SIGNATURE OF OWNER # 2	DATE
SIGNATURE OF THIS STABLE'S REPRESENTATIVE	TITLE	DATE
OWNER ADDRESS	HOME PHONE: _____	
	WORK PHONE: _____	
PERSON TO CONTACT IN CASE OF EMERGENCY	RELATIONSHIP TO OWNER	DAYTIME PHONE NO. _____
		EVENING PHONE NO. _____