

## Horse Boarding Agreement

This Horse Boarding Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and among \_\_\_\_\_.

Mark and Anne Kaufman and BOARDER shall be referenced herein as "BOARDER." BOARDER consists of the property located at 383 Private Main Lane, Wheeling, Ohio County West Virginia; and its eponymous horse stabling and boarding operation. \_\_\_\_\_ shall be referenced herein as "Boarder."

1. Boarding Fees. In consideration of \$\_\_\_\_\_ per horse per month paid by Boarder in advance on the 1st of each month, BOARDER agrees to board the herein described horse commencing on \_\_\_\_\_, 20\_\_\_\_. Boarder acknowledges and is aware there may be periodic adjustment to board prices. Boarder will be given 30 days' notice prior to any change in boarding rates. If Board payments are late (received after the 5th of the month), a penalty of \$25 may be assessed by BOARDER. Any and all unpaid charges due under this agreement shall bear interest at an annual rate of 15%.
2. Description of Horse  
  
Name:  
Sex:  
Age:  
Markings:  
Height: \_\_\_\_\_ Breed: \_\_\_\_\_
3. Feeding. BOARDER shall board, keep, feed, and water the horse up to three (3) times daily. BOARDER will feed Boarder's horse normal quantities of grain (up to two large coffee cans) and good quality hay (up to 6 flakes) daily. If feed in excess of normal amounts is required by boarder, and additional charge will be billed monthly. BOARDER has the right to modify these feed amounts as necessary depending on horse's consumption and/or excessive wasting of hay by the horse.
4. Stall Maintenance. BOARDER agrees to daily clean Boarder's stall and provide fresh bedding (of BOARDER's choosing) for the same, as BOARDER feels is needed. If the Boarder's horse is excessively destructive to its stall, BOARDER shall collect fair compensation for repairs/maintenance.
5. Grooming and Exercise. Boarder shall be solely responsible for the grooming and exercise of its horse. Boarder may request BOARDER to provide grooming and exercise services for a charge in addition to the monthly board. Turn out will be done by BOARDER, weather and horses personality permitting to ensure safety for all horses.
6. Health of Horse. Boarder warrants that he or she owns said horse and said horse is current with worming, influenza, tetanus, rhino, West Nile and any other necessary vaccinations. Boarder also warrants said horse has a negative coggins and is in good general health.
7. Veterinary Care. Boarder acknowledges he or she is responsible for any or all veterinary care for said horse and any and all veterinary charges for the same. If a boarder wishes to use an alternate veterinarian/farrier/equine dentist, they must make arrangements themselves to contact their care provider of choice, and to be at BOARDER when services are being rendered.

Boarder acknowledges that BOARDER reserves the right to obtain veterinary care for their horse if necessary and to have the veterinarian bill the Boarder for services.

8. Farrier Care. Boarder acknowledges he or she is responsible for any and all farrier care for said horse and all farrier charges for the same. Boarder acknowledges BOARDER reserves the right to obtain farrier care for their horse if necessary and to have the farrier bill the boarder for the services.
9. Emergency Care. Should BOARDER discover that emergency medical care is needed for Boarder's horse, BOARDER will immediately contact Boarder at the telephone number Boarder has provided below. Boarder is solely responsible for providing accurate contact numbers.

If the BOARDER is unable to contact the Boarder, the BOARDER is authorized to, but has no duty to secure emergency veterinary care for said horse. BOARDER 's judgment regarding measures taken for emergency care of a horse will be conclusively-p-resumed to be correct. All costs for said emergency care will be paid by the Boarder within the time period required by the party providing the emergency service.

A. Emergency contact telephone number: \_\_\_\_\_

10. Risk of Loss. Boarder hereby assumes it shall bear the entire risk of loss and damage to said horse from any and all causes whatsoever. Boarder acknowledges BOARDER shall not be held responsible for any sickness, disease, estray, theft, or injury suffered by the horse arising out of or in any way connected with this Boarding Agreement, unless such damage shall be caused by intentional misconduct on the part of BOARDER.
11. Insurance. Boarder acknowledges and understands the BOARDER does not carry insurance on Boarder's horse for any purpose and that all risk connected with boarding or for any other reason for which horse on the premises of BOARDER are to be born by the Boarder. Boarder acknowledges that BOARDER has advised Boarder that it should obtain and purchase at its own costs equine medical and mortality insurance to cover any potential loss from theft, fire or any other cause.
12. Boarder/Guest Risk of Loss. Boarder agrees to assume and shall bear all responsibility and risk of loss to himself or herself and his or her employees, agents, invitees, guests and family members while on property of the BOARDER, including but not limited to grooming, riding, spectating and participating in equestrian activities. Boarder agrees to hold BOARDER, its employees, agents, contractors, and assigns harmless from any and all liability or damages or injury or death to persons, guests, horses or property arising for any reason whatsoever in using said premises. Boarder agrees to pay any and all legal fees or expenses incurred by BOARDER in the defense of any such claims. A Release, Assumption of Risk and Waiver has also been executed by Boarder and is incorporated here by reference as though fully set forth. Guest that ride boarders horse are also required to sign said waiver.
13. Right of Agisters Lien. Boarder acknowledges and is aware BOARDER has a right of lien on said horse for the amount due on any and all outstanding services provided to the horse in connection with this Boarding Agreement. Boarder acknowledges BOARDER has the right, without process of law, to retain said horse on the premises until the amount of such indebtedness for outstanding services is paid in full.
14. Default. If Boarder fails to pay any fees or charges provided in connection with this agreement, BOARDER has the right to exercise anyone of the following remedies:
  - A. To terminate this agreement.
  - B. To take legal action to recover all fees and outstanding amounts due.
  - C. To retain the horse pursuant to its lien and/or an order authorizing the sale of the horse as provided by law.

D. Seek reimbursement for any attorney's fees, expenses, and/or court costs incurred in connection with the default.

15. Assignment. This agreement cannot be assigned by the Boarder without the express written consent of BOARDER.
16. Notice of Termination. Boarder acknowledges and agrees BOARDER reserves the right to terminate this Agreement on the first day of any month or billing period before termination of the same. BOARDER acknowledges same for Boarder, provided that Boarder must remove his or her horse from the premises before terminating any aspect of this agreement.
17. Rules and Regulations. Boarder agrees that he or she and all family members, agents' employees, servants or guests, brought to BOARDER shall abide by all rules and regulations of the BOARDER as stated in this agreement or posted on the premises whether now in effect or as later adopted.
18. West Virginia Equestrian Activities Responsibility Act. Boarder acknowledges that he or she has been provided with a copy of West Virginia's Equestrian Activities Responsibility Act and has read it and agrees to abide by its terms and conditions in their entirety and disclaims and waives any challenges to the provisions of the Equestrian Activities Responsibility Act, of whatever kind. All provisions of the Equestrian Activities Responsibility Act are incorporated herein as if set forth fully.
19. Minors. No minor (person under age 18) is permitted at BOARDER unless such minor's parent or natural guardian has signed this agreement on such minor's behalf. Boarder assumes all risk of injuries to any minors brought to BOARDER under all circumstances.
20. Death of Horse. In the event of the death of the Boarder's horse, Boarder is responsible for making all the arrangements and paying for all of the costs associated with the removal, burial and/or disposal of said animal.
21. Boarder has read, understood and signed the release of liability attached to this document. Such documents are incorporated herein as though set forth here fully.
22. Except as set forth in paragraph 21, this document constitutes the entire agreement between the parties. This Agreement consists of and is limited to:
  - A. Horse Boarding Agreement (3 pages)
  - B. Boarder Contact Information Sheet (1 page)
  - C. Release/Waiver of Liability (2 pages)

All signatories to this document acknowledge that he or she has read this agreement in its entirety, has read and agreed to the West Virginia Equestrian Activities Responsibility Act and fully understands the same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
BOARDER

\_\_\_\_\_  
Signature of Participant -or- \*Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of \*Legal Guardian (if appl.)

*\*Form must be signed by a legal guardian if the participant is under 18 years of age.*

## BOARDER - Boarder Contact Information Sheet

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Boarder's Name

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Boarder's e-mail address

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Boarder's Address (Street, City, State, Zip, Country)

Boarder's Home Phone

Boarders Work Phone

Emergency Contact Name

Emergency Contact Phone

Veterinarian's Name

Veterinarian's Phone

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Farrier's Name

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Farrier's Phone

## BOARDER Release Form

I, \_\_\_\_\_, hereinafter referred to as participant, hereby duly acknowledge and understand the following concerning my participation in the equestrian activities at BOARDER,

1. I understand that there are inherent risks in my participation in equestrian activities which are essentially impossible to eliminate;
2. I assume the risk of any legal responsibility for any injury, loss or damage to any person or property from my participation in equestrian activities at BOARDER.
3. I have the sole responsibility for knowing the range of my ability to manage, care for, and control any particular horse or perform any particular equestrian activity, and it is at all times my duty to act within the limits of my ability to maintain reasonable control of any horse with which I come in contact.
4. I agree to abide by all posted warnings and to perform equestrian activities only in the areas designated by BOARDER.

5. I agree to refrain from acting in any manner which may cause or contribute to the injury of any person or property.
6. If I am involved in any accident or collision while on the premises of BOARDER, I will not leave the premises without providing BOARDER with my name address and telephone number and I shall advise BOARDER immediately if I am in need of medical attention for any such accident or collision. I shall complete an accurate written accident report on forms provided by BOARDER.
7. I agree to abide by all direction, rules and instructions made by the operators of BOARDER. Any failure to follow directions, rules and instruction will result in my inability to participate further in the equestrian activities.

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Date / Year

\_\_\_\_\_  
Signature of Participant -or- \*Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of \*Legal Guardian (if appl.)

*\*Form must be signed by a legal guardian if the participant is under 18 years of age.*

### Participants Release of Liability, Assumption of Risk and Waiver of Claims

This Release of Liability, Assumption of Risk, and Waiver of Claims is made and entered into by the participant named above, or his/her legal guardian, in favor of BOARDER.

For and in consideration of the Participant's opportunity to use the property, facilities and services of BOARDER, the Participant, on behalf of himself or herself, his or her heirs, guests, employees, servants and agents, assigns and legal representatives, hereby expressly agrees as follows:

1. Participant agrees to assume any and all risks involved in or arising from participant's use of or presence upon BOARDER property or facilities, including without limitation, but not limited to, the risk of death, bodily injury, paralysis, property damage, and emotional distress from falls, kicks, bites, trampling, collisions with vehicles, horses or objects, fire, explosion or the unavailability of emergency medical care.
2. I understand that equestrian activities are inherently dangerous and that serious injury or death are risks of participating in equestrian activities and I affirmatively desire to assume those risks among others listed herein, and to release BOARDER, and Anne and Mark Kaufman from any liability for injuries to me as a result of my participation in equestrian activities or my presence on the property of BOARDER. I have been provided with a copy of the West Virginia Equestrian Activities Responsibility Act and I have read and understand the same.
3. I understand that no person under the age of 18 is permitted to mount a horse or to participate in equestrian activities at BOARDER at any time without wearing an ASTM or SEI certified helmet. If I am over 18 I understand that I have been strongly encouraged to wear a certified helmet whenever participating in equestrian activities and I assume all risks of failing to wear a helmet, including without limitation, serious head injury, brain injury, paralysis or death.

4. Except with respect to claims arising from the intentional, willful or wanton misconduct of BOARDER, Participant agrees to RELEASE and DISCHARGE BOARDER and all of its affiliated entities, including but not limited to, Anne and Mark Kaufman, its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents and hold them completely harmless and not liable, and release them from all liability whatsoever and AGREES NOT TO SUE them on the account of or in connection with any claims, causes of action, injuries, damage, costs or expenses arising out of the Participant's use of any horses for recreational purposes, or presence upon BOARDER's property and facilities, including, without limitation, those based on death, bodily injury, property damage, and consequential damages.

\_\_\_\_\_, 20\_\_\_\_\_  
Date / Year

\_\_\_\_\_  
Signature of Participant -or- Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed Name of Legal Guardian (if appl.)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

( \_\_\_\_\_ )

Telephone Number

*\*Form must be signed by a legal guardian if the participant is under 18 years of age*