

Valhalla Equestrian
HORSE BOARDING AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING

Date of this agreement: _____ Email address(required for billing and notifications) _chrismarkus@sbcglobal.net_____

1. Name of Boarder: _____

2. Boarder's Address: _____
Street City State Zip Code

3. Boarder's Phone Numbers: Cell:_____ Work:_____ Home: _____

4. Name and Description of Horse: NAME - _____, AGE- _____,HEIGHT-_____,
COLOR- _____,SEX - _____, BREED-_____,
DISTINCITIVE MARKINGS - _____

5. Name of Horse Owner (if not Boarder): _____

6. Address and Telephone of Horse Owner(if not Boarder):

7. Describe Your Horse's Barn Manners: _____

8. Dates of last vaccinations your horse received: VEWT- Date received: _____
FLU/RHINO - Date received: _____
WEST NILE - Date received: _____
RABIES - Date received:_____

MUST HAVE RECEIVED ABOVE VACCINATIONS NOT MORE THAN A YEAR IN ADVANCE OF THE CONTRACT DATE AND NOT LESS THAN FOURTEEN (14) DAYS PRIOR TO CONTRACT DATE-

_____ (Initial) All deworming to be done by farm staff and billed to owner-no exceptions.

_____ (Initial) Any and All desired changes to your horse's feed/boarding placement/turnout ect. Must be made by contacting the Valhalla Equestrian Office. Do Not Make Any of these request to the grooms it leads to miscommunication and mistakes.

If you have a preference of veterinarian for services list name, address, regular and emergency phone numbers or Valhalla will contact first available veterinarian for emergency treatment.

10. Date of last negative Coggins Test on your horse: _____

11. Does your horses require any special treatments or facilities or attention now or does it have any infirmities or medical problems now? If so list :

Colic history-_____ Last Dental Exam _____

12. Your horse may be added to the Valhalla Farrier's Trim/shoeing schedule. Indicate below if you wish to use the Valhalla Farrier or one of your choosing. If using a farrier other than the routine Valhalla Farrier, you will be responsible for making appointments, meeting and catching/holding your horse.

13. Subject to the terms and provisions set out below, Valhalla Equestrian , who is called "VE" in the remainder of this agreement, agrees that you may:

Use the STALL/ PADDOCK/ PASTURE at the Valhalla facility assigned to you from time to time by VE solely for the purpose of boarding the horse described on the front side of this agreement.

You may not keep any other horse in the stall, paddock or pasture other than the one assigned to you at the Valhalla facility without the prior written agreement of VE and you may not use any other space than the one assigned to you without prior approval.

14. You, the Boarder listed on the front of this agreement, expressly represent and warrant that the information supplied by you on the front of this agreement is true and correct in all respects and agree to timely keep and perform all your obligations under this agreement.

15. You agree to pay to VE _____ Dollars (\$ _____) per month **in advance** for the "Basic Boarding Services" listed below. You also agree to pay VE all additional amounts which become owing to VE on account of "Additional Services" (described below) which VE performs or causes to be performed for you and/or your horse. You agree to pay for your Basic Boarding Services and for any Additional Services which VE performs or causes to be performed for you within ten (10) days after you are given an invoice for same. Basic Boarding Services will be billed monthly and Additional Services will be billed as performed. If you fail to pay any bill submitted to you by the 5th day of the month being billed for, you agree to pay a 50 (fifty) dollar late fee. Any Board or services not paid by the 10th of the billed month will be charged to your credit card along with the \$50 late fee/\$25 credit service fee or 4% of total amount owed – whichever is greater.

Credit Card # _____ Exp Date ____/____/____

16. The "Basic Boarding Services" which VE agrees to supply to you for the horse described on the front of this agreement are as follows:

- * use of one stall ,paddock or pasture at the Valhalla Equestrian facility;
- * feeding your horse on the feeding schedule adopted by VE from time to time
- * turnout as agreed upon

19. "Additional Services" include, without limitation, the following and the charges therefore will be either as listed below or as agreed upon at the time you request the Additional Services or will be at the standard rates or amounts posted by VE from time to time at the Valhalla Equestrian facility:

- * Hauling to show, the veterinarian or anywhere off the facility;
- * Trainer fees at horse shows;
- * An allocable portion of the cost for horse show tack stalls and trainer/groom expenses;
- * Any horse show charges attributable to your horse or the participation by you or your horse:
- * Any medications or supplies dispensed for your horse.
- * Any veterinary bills paid by VE for services to your horse
- * Any farrier service bills paid by VE for services for your horse

20. Farrier Services by the Valhalla Equestrian and Routine Veterinary Services performed at the farm are paid for by VE and billed to you at the next billing cycle. You must make our own arrangements for payment of Veterinary services performed at the Vet clinic. You must make your own arrangements for payment for veterinary and farrier services not performed by the Valhalla Equestrian Farrier or services performed by the VE Vet

21. You understand and agree that: Horseback riding is classified as rugged adventure recreational sport activity, and that 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 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 injury to the rider. Horseback riding or horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal, the horse, with each having 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; changing direction or speed at will; shifting its weight from side to side; bucking; rearing; biting; kicking or running from danger.

22. I agree that: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.

23. I/We, for myself and on behalf of my child and/or legal ward do understand that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent, or reduce severity of some head injuries, and even prevent death happening as the result of a fall or other occurrence.

23. The term of this agreement is from month to month.. **Written notice must be given one month in advance to terminate this agreement. No refunds will be made for payments for Basic Services which you do not use any month for any reason including, without limitation, for any**

month in which you remove your horse from the Valhalla Equestrian facility either permanently or temporarily. No long term contract is required.

24. You agree to obey all barn rules form time to time posted at the Valhalla Equestrian facility and agree to pay all fines established for the breach of such rules by you.

25. You agree that no outside trainer or coach may train you at the Valhalla Equestrian facility.

26. You understand that Valhalla Equestrian carries no insurance that would cover the loss or injury of your horse. VE strongly suggests that you carry horse mortality and surgical insurance. You agree that if you do not have insurance coverage on your horse, that you are self-insured and assume full responsibility for any loss incurred.

27. LIABILITY RELEASE In consideration of this stable allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release Valhalla Equestrian, its owner, agents, employee, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Valhalla Equestrian's ordinary negligence; and I do further agree that except in the event of Valhalla Equestrian's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against Valhalla and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Valhalla Equestrian, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Valhalla Equestrian.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICES 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.

All Riders and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign:

SIGNER STATEMENT OF AWARENESS

I/We The Undersigned Have Read And Do Understand The Foregoing Agreement And Liability Release.

Signature of Rider(Spouses must sign for themselves)

Date

Signature of Parent, Guardian and/or Spouse#1 for Name of Rider (Please Print)

Date

Signature of Parent, Guardian and/or Spouse#2 for Name of Rider (Please Print)

Date