

BOARDING AGREEMENT

WHEREAS, in consideration of being permitted to enter the premises and board a horse on the real property located at 1455 Cayots Corner Rd. Chesapeake City, 21915, (hereinafter “the Property”); and

WHEREAS, said property is owned by Riveredge LLC. and their heirs and assigns; and

WHEREAS, said property contains equine facilities operated by Yellow Wood Dressage INC, the undersigned hereby knowingly, understandingly and intentionally agree to the terms and conditions listed below.

This **Agreement to Board** a horse or pony upon the said premises is made on this _____ day of _____, 20__ by, Yellow Wood Dressage Inc, its successors, assigns, agents and employees (hereinafter “the STABLE”), and _____, _____ (hereinafter “the Boarder or plural thereof”).

The Boarder’s Horse or Pony (hereinafter referred to as the “Horse”) is identified as follows:

Name of the Horse: _____

Description: _____

Pre-existing conditions or pertinent medical history of the Horse: _____

Consideration for Maintenance Boarding:

The Boarder hereby agrees to pay the Yellow Wood Dressage Inc. for the maintenance of the horse, including the dry stall, hay, grain, and bedding at a flat rate of \$_____.00 per month plus any incidental costs incurred by the Stable on behalf of the horse, it’s owner, or by request of the Boarder, in an amount to be invoiced at the end of each month by the Yellow Wood Dressage Inc. Such maintenance board shall be due by the Boarder on the 5th day of each month. Additional or alternate terms, if any, as follows:

Any past due payment shall be considered a breach of this Agreement. Upon late payment, the Boarder hereby agrees to pay to the Yellow Wood Dressage Inc, in addition to any overdue monthly maintenance board amount, a late fee in the amount of \$55.00 per day for each calendar day said maintenance board is overdue. Any partial month’s board shall be calculated pro rata per calendar day. Boarder shall provide 90 days prior notice of the intention to terminate this boarding agreement or the removal of any horse from the equine facility.

Boarder's Information:

Address

Phone numbers and any email addresses

Name, address and phone number of Veterinarian

Name, address and phone number of Farrier

Stable's Right of Lien and Removal:

The Boarder is put on notice that the Stable retains a right of lien for the amount due for any maintenance board or other amounts due to the Stable by the Boarder and shall have the right, without process of law, to retain the said horse until the amount of such indebtedness is discharged. The Stable further reserves the right to demand that the Boarder remove their horse from the premises at Trainer's sole discretion. Such removal shall occur within 48 hours after the Stable or her authorized agent has provided the Boarder oral or written notice to remove the horse. Failure to remove the horse after the Boarder has received notice by the Stable or her agent may result in the Stable removing the horse from the premises and either returning the horse to the Boarder's premises or placing the horse for sale by any means, including at auction. Thereafter, the Boarder shall pay to the Stable any of its out of pocket expenses related thereto. Such expenses shall include but not be limited to maintenance boarding fees under this agreement, late fees, veterinary service, farrier service, paid labor or any other fees related to the sale, auction or transport of said horse not covered by the amount received by the sale or auction of the horse.

Additional Responsibilities of the Boarder:

The Boarder promises and warrants that he or she remains responsible for and shall pay on a monthly basis for all regular worming and routine medical treatment for the horse as well as all extraordinary medical treatment, regular farrier service, transportation services, any other veterinary service or any other provider of equestrian services for their horse. Owner agrees to provide proof of all necessary vaccinations requested by Stable prior to entering premises. Horse MUST have proof of flu/rhino vaccination within six months (but not within 10 days) and a negative coggins test within one year.

Boarder's Authorized Agent (if any):

In the event of an emergency, hereby authorizes the following third party to make all decisions related to the health and welfare of the horse:

Boarder's Authorized Agent (name) _____

(agent's phone numbers & email address)_____

Release, Waiver of Liability and Indemnification Agreement:

A. We the undersigned, hereby release, waive and discharge the Stable and the Owners and agree that we and our personal representatives, agents, heirs, next of kin or assigns, including our minor children or any guest of ours over which we have actual or apparent legal authority, will

not file suit or raise any claim against the Stable or Owners that we might have or that may subsequently arise or occur, including any claims for bodily injury, serious bodily injury, emotional distress, posttraumatic stress disorder, dismemberment or death as a result of any equestrian activity including but not limited to the handling of any horses, riding any horses, receiving lessons in horseback riding, or having any horse trained by a trainer, whether we are participating directly or indirectly, or merely as a spectator of any such equestrian activity.

B. We the undersigned, hereby release, waive, discharge and agree to fully indemnify and hold harmless the Stable and the Owners for any claim, suit, loss, liability, damage or cost, including legal fees, that our minor children or any guest of ours over which we have actual or apparent legal authority might raise or have, or which may subsequently arise against the Stable or the Owners, including claims for bodily injury, serious bodily injury, emotional distress, posttraumatic stress disorder, dismemberment or death, as a result as a result of any equestrian activity including but not limited to the handling of any horses, riding any horses, receiving lessons in horseback riding, or having any horse trained by a trainer, whether such minor children are participating directly or indirectly, or are merely spectators of any such equestrian activity.

C. We the undersigned, expressly acknowledge that we understand and appreciate the, foreseeable, unforeseeable and inherent risks and dangers associated with horseback riding, horse training or lessons, handling and attending to horses, whether as a participant or spectator of such activities or merely being physically in the vicinity of these activities and upon any locations where such injuries may occur. We assume full responsibility and assume the complete risk for all such activities including but not limited to the following locations, conditions and circumstances:

- 1) On any portion of the Property including a ring, meadows, pastures, paddocks, trails, driveways, barns, sheds, barnyards, tack rooms, yards or any other portion of the premises thereof;
- 2) Near or along any roads abutting the Property;
- 3) Near or along the fences and fence rows of the Property;
- 4) While leading by hand, working with, riding or otherwise handling any horse, whether or not owned by the Boarder, and whether as a spectator or participant in such activity.

D. This Agreement to indemnify the Stable and the Owners shall be applicable at all times, whether the occurrences or incidents resulting in any claim or suit are caused by the Stable's negligence or by any third party, and shall apply to any claims of damage to real or personal property or to any claims for bodily injury, serious bodily injury, emotional distress, posttraumatic stress disorder, dismemberment or death to any person alleged to have been caused by the Boarder's horses, whether owned or leased.

E. We the undersigned, our personal representatives, agents, heirs, next of kin or assigns hereby release, waive and discharge and agree to indemnify and hold harmless the Stable and the Owners against the death or injury of any type whatsoever to any horses that we claim to be ours or are authorized to use, whether such injury or death to said horses are caused by the intentional, reckless or negligent conduct of any third party, by natural causes or an Act of God, or as a result of the Stable's administering intravenous or intramuscular injections of medications or sedatives and for this purpose, or should the horse develop behavioral issues or vices of any kind, including but not limited to cribbing or weaving, or other health conditions. Boarder acknowledges that the Stable is not a veterinarian or a veterinary technician and that under any circumstances, if found liable by a court of law, Boarder hereby agrees to limit any and all damages related to the death, health or injury of our horses or ponies, to its provable fair market value. F. We, our personal representatives, agents, heirs, next of kin or assigns hereby release, waive and discharge and agree to indemnify the Stable and the Owners against any damaged, lost, stolen or destroyed personal property, including but not limited to, our vehicles, personal items, tack, saddles or other equipment incident to our participation in any of the above referenced equestrian activities, whether caused by the intentional, negligent or recklessness conduct of anyone.

Warning: Under Maryland law an equine professional and equine activity sponsor is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

General Construction and Expenses:

A. This Agreement may not be modified, renewed, extended, terminated, rescinded or discharged, unless otherwise specified herein, except by a written agreement signed by the party against whom enforcement of the modification, renewal, extension, termination, rescission or discharge is sought, or by such party's agent.

B. This Agreement is intended to be as broad and inclusive as permitted under the Laws of the State of Florida and that if any portion is held invalid by a Court of Law, it is further agreed that the remaining terms and conditions shall notwithstanding continue in full legal force and effect and that any provision of this Agreement prohibited by law shall only be ineffective to the extent of such prohibition without invalidating the rest of the Agreement which shall be interpreted as conforming to the original intent of the Parties.

C. This Agreement shall be interpreted and construed as having been jointly prepared by both parties and represents their voluntary and mutual assent to its terms and conditions. Each party acknowledges and declares that they are fully and completely informed as to the facts, terms and conditions relating to the subject matter of this Agreement, having carefully read the provisions of the Agreement and having understood them completely. Each party agrees that no term of this Agreement shall be construed against the party having prepared the Agreement. The undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written Agreement have been made.

D. In the event of litigation to enforce the terms of this Agreement, the Parties agree that his Agreement shall be governed by the laws of the State of Florida and hereby consent to personal jurisdiction in the State of Florida Florida, and venue in Palm Beach County or as the parties may stipulate in writing.

E. Upon initiation of any litigation to rescind or enforce the terms and conditions of this Agreement, the parties hereby agree that the unsuccessful or losing party at litigation, whether such party is the plaintiff or the defendant, shall be solely responsible for his or her own legal costs and expenses and shall further indemnify and pay the reasonable and customary legal costs and expenses of the successful or winning party incurred in the prosecution or defense of any matter arising from this transaction. This payment shall be in addition to any award or settlement amount after litigation has been initiated whether by Writ of Summons or Complaint.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement as of this _____ day of _____, 20____:

Print

Signature

Parents or Legal Guardians of Children Riders, Participants and Anticipated Spectators