



EQUINE BOARDING AGREEMENT

This Equine Boarding Agreement, including all Attachments A-D (herein after referred to as Agreement) is entered into by and between and Iron Horse Equestrian Center, LLC, Tracey Hirt individually, Robert Hirt individually, their employees, trainers, ranch hands, barn managers, assistants, independent contractors, agents, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as IHEC) and

(Please Print Name Clearly)

(Address)

_____, _____ and their heirs, executors,
(City) (State) (Zip Code)

administrators and assigns (hereinafter collectively referred to as Releasee) (each a "Party" & collectively the "Parties") as of

_____ (the "Effective Date" of the Agreement):

- 1. Consideration:** Releasee wishes to engage equine-related activities & board horses at IHEC premises located at 5959 Camino Tassajara, Pleasanton, CA 94588 (herein "Premises"). In consideration of this, Releasee agrees to release, hold harmless and indemnify IHEC from all claims as set forth in this Agreement and further agrees to comply with promises made herein.
- 2. Acknowledgment:** Releasee acknowledges that the ownership and use of horses involves inherent risks of injury, damage and death personally, to his/her horse, to his/her property, and to the persons and property of others. Knowing these facts, Releasee hereby for his/herself, his/her heirs, executors and administrators waives, releases, discharges and holds harmless IHEC, from any and all rights, claims or liability for damages, or for any and all injuries that might be sustained by Releasee and/or his/her horses and from any and all claims, liabilities, or damages of any kind or nature that s/he might have as a result of, or arising out of, his/her or his/her horse's participation in any activity related in any way to IHEC and IHEC premises. Further, Releasee does hereby acknowledge that this Agreement will extend to any accidents, damages, liabilities or claims arising out of Releasee's own acts or omissions, or the acts or omissions of anyone or any animal within his/her control, and, further, to any and all acts or omissions of IHEC, whether it be from active or passive negligence, including any conditions on Premises, known or unknown, that might give rise to Releasee's injury.
- 3. Indemnification, Hold Harmless and Waiver of Unknown Claims:** Releasee further agrees that s/he will defend, indemnify and hold harmless IHEC against all claims, demands, liabilities, and causes of action, including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Releasee 's benefit or for the benefit of Releasee's heirs, guardians and assigns or brought by others, against IHEC in connection with horses, including any action or inaction taken by Releasee, Releasee's guests, family members, agents, employees or contractors, and extending to all claims of every kind and nature whatsoever whether known or unknown. Releasee expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Releasee, on behalf of all Releasee Parties, agrees to waive all rights that Releasee might otherwise have under such laws or related regulations.
- 4. Risk of Death and Injury to Releasee:** Releasee expressly understands that horseback riding and equine-related activities are inherently dangerous, and therefore Releasee is exposed to dangers both known and unknown. Specific risks include, but are not limited to, minor injuries such as scratches, bruises and sprains, major injuries such as broken limbs, joint and back injuries, loss of sight, heart attacks, & concussions and catastrophic injuries including paralysis and death. Releasee has read this Agreement and the sections regarding assumption of risks and knows, understands and appreciates these and other risks inherent in horse related activities of any type. Releasee acknowledges that his/her participation in this activity is voluntary and Releasee expressly assumes all such risks. Releasee agrees on behalf of all Releasee Parties not to sue IHEC or otherwise make a claim against IHEC in connection with any injury or death occurring on Premises.
- 5. Risk to Horse(s):** During the time that Releasee's horse(s) is/are boarded at IHEC, Releasee understands and expressly assumes the risk that IHEC shall not be liable for any sickness, disease, straying, theft, injury, or death which might be suffered by the horse(s) including any other course of action whatsoever arising out of, or being connected in any way with, the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) might receive while on Premises, both inside and outside riding arenas and including any injury or loss that might occur as a result of fire or theft. Releasee fully understands that IHEC does not carry insurance on boarded horses, nor are boarded horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with boarding at Premises, or for any other reason, are to be borne by Releasee. Releasee agrees on behalf of all Releasee Parties not to sue IHEC or otherwise make a claim against IHEC in connection with any injury or death of any horse occurring on Premises.

6. **Risk to Releasee's Personal Property:** Releasee understands and expressly assumes the risk that any personal property, including but not limited to motor vehicles, tack, equipment, saddles, blankets, containers, horse trailers or any other personal property, kept on or parked on Premises are subject to damage and loss and Releasee agrees to hold IHEC harmless for any such loss and/or damage. Releasee agrees on behalf of all Releasee Parties not to sue IHEC or otherwise make a claim against IHEC in connection with any damage or loss of Releasee's personal property. Releasee understands that they are solely responsible for safeguarding any personal property brought onto Premises.

7. **Riding Risks on or Around IHEC Premises:** Releasee hereby acknowledges that riding in other areas outside riding arenas such as round pens, pathways, over jumps of any kind and out of fenced arenas, is inherently dangerous and carries risks of injury that are an integral part of such activities. Releasee assumes full responsibility for all such risks, including, but not limited to loss of control, collisions, obstacles, traffic spooks, wild animals, sudden sounds from any source, other riders or horses losing control, horses tripping and falling and so on, whether these be obvious or not obvious. Releasee understands and expressly assumes such risks. Releasee also assumes all risks for riding hazards of any kind, including breaks or holes in trees or ground, growth, debris, rocks, paths, uneven footing, streams and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, manmade or natural. Releasee understands that animals are unpredictable and that the risk of injury is inherent in any riding activity. Releasee understands and expressly assumes the risks inherent in riding and agrees not to sue IHEC or otherwise make a claim against IHEC in connection with riding around premises, inside or outside arenas.

8. **Limitation of IHEC Liability:** IHEC shall not be liable to Releasee for any special or consequential damages pursuant to this Agreement under any circumstances.

9. **Trainer Liability:** Under no circumstances shall IHEC be held responsible for any actions or inactions executed by trainers on Premises. Releasee fully understands that trainers who train, give lessons or operate in any way on Premises are independent contractors and are not employees of IHEC. Releasee fully acknowledges that any actions or inactions, by any trainers, whether they be negligent or not, are not controlled or supervised by IHEC in any manner and Releasee promises not to sue or bring a claim against IHEC for any actions or inactions whatsoever executed by any trainer on the premises or for any damages resulting there from.

10. **IHEC Rules:** Releasee agrees to follow any rules posted on Premises. Failure to do so will give rise to termination of this Agreement for Cause as set forth in Paragraph 13.

11. **Horse(s) that are Neglected or Need Medical Care:** Releasee agrees that if the horse(s) boarded on Premises by Releasee are neglected with respect to turn-out, exercise, grooming and care, IHEC staff or trainers may care for said horse(s) by turning it out, exercising it or grooming it and Releasee will be responsible for paying for any extra charges incurred. IHEC will notify Releasee if this circumstance arises, but will take immediate steps to care for the horse. Releasee understands & accepts this rule and warrants that s/he will hold harmless IHEC for any activity, harm, personal injury, damage or loss resulting from this care and will assume the risk of all costs incurred. IHEC shall also contact Releasee if it feels that any horse boarded by Releasee needs medical care. If IHEC is unable to contact Releasee, Releasee hereby authorizes IHEC to secure emergency vet or farrier care for the horse(s). Releasee agrees to pay for all such fees incurred. Further, Releasee agrees to hold IHEC harmless for any adverse consequences of services performed by IHEC, either on its own initiative or as directed by a veterinarian or farrier.

12. **Departure from Premises and Ending of Agreement:** All Parties agree that this Agreement can end for any reason upon the giving of 30 days notice in writing. No reason is required to be given for this. If Releasee wishes to end this Agreement and leave Premises, please send written notice to Iron Horse Equestrian Center, LLC 5959 Camino Tassajara, Pleasanton, CA 94588. When said notice is given, Releasee must pay all board fees for the last 30 days in full. Deductions from security deposits, if any, are not permitted. Upon departure from Premises, stall(s) & tack area(s) occupied by Releasee will be inspected by IHEC and at the completion of said inspection, if damage is found, a bill will be presented to Releasee to pay for said repairs. Releasee agrees that s/he is required to pay in full, all fees & repairs, if any, that are due and owing to IHEC before departure and understands that this must be done before s/he is permitted to remove his/her horse(s) from Premises. If Releasee has a security deposit on file, Releasee agrees that said security deposit amounts can be used to pay for any damages found during the inspection. If the security deposit exceeds any repair costs, the remainder will be refunded to Releasee. If the security deposit is less than the cost of any repairs needed, then Releasee agrees to pay the extra repair costs to IHEC prior to departure from Premises.

13. **Termination for Cause:** Releasee understands that this Agreement can be terminated for cause by IHEC upon the material breach of this Agreement. This termination is at IHEC's sole discretion. Under such termination for cause circumstances IHEC will provide written notice to Releasee and Releasee will have 10 days (ten) to vacate IHEC premises. Upon departure, Releasee agrees to remove all personal property from Premises within that 10 day period. Releasee agrees that s/he is required to pay in full, all fees and repairs, if any (as set forth in clause 12 herein) that are due and owing to IHEC before departure and understands that this must be done before s/he is permitted to remove his/her horse(s) from Premises.

14. **Repairs to Personal Property, Structures & Buildings of IHEC:** If damage to IHEC's personal property, structures or buildings is caused by Releasee or Releasee's horse(s) beyond normal wear and tear, then Releasee agrees to have repairs made and pay for said repairs. Such damage can include, but is not limited to, breaking of arena structures and equipment, kicking holes in tack room walls or other structures, tearing out or breaking feed bins and water bins, kicking down posts or rails or other structures.

15. **Entire Agreement:** This Agreement and its Attachments constitute an integration of the entire understanding and agreement of the Parties with respect to the subject matter herein. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledge that it has not relied, in entering into this Agreement, on any representation, warranty, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

2 of 9 Releasee's Initials _____

16. **Changes to Agreement:** The Parties agree that any amendments or modifications to this Agreement shall be deemed null and

void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

17. **Severability of Agreement:** In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

18. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of California. Any dispute concerning this Agreement or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of the County of Contra Costa, State of California.

19. **Arbitration:** The Parties mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by BINDING Arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Contra Costa County, California.

20. **Attorney's Fees:** In any legal action (including arbitration) brought in connection with this Agreement, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

RELEASEE DOES HEREBY ACKNOWLEDGE THAT S/HE HAS READ ALL CLAUSES AND ATTACHMENTS OF THIS AGREEMENT HEREIN, KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

RELEASEE'S NAME: _____
Print Name

DATE _____

SIGNATURE: _____

FOR:



DATE _____

SIGNATURE: _____

By: Tracey Hirt

DGB EQUINE LAW-LEGAL & BUSINESS ASSISTANCE FOR THE EQUINE COMMUNITY 925.838.9909 info@dgbequine.com
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IF RELEASEE IS A MINOR, THE ABOVE AGREEMENT MUST BE SIGNED BY MINOR'S PARENTS AND/OR ALL LEGAL GUARDIANS. FURTHER, PARENTS AND/OR LEGAL GUARDIANS MUST READ AND SIGN THIS ADDITIONAL SECTION AS SET FORTH BELOW:

I, _____
Print Name

the undersigned parent or legal guardian of

Print Name of Minor Child

state that I have read the above Agreement and I expressly agree that the terms and conditions of said Agreement shall apply to, and are binding upon, me as parent and/or guardian of said Minor child and to my minor child. I warrant that I have the requisite authority to enter into this Agreement on behalf of the Minor child named above & on behalf of all of said Minor child's parents or legal guardians. I further warrant that said Minor does not have any physical or mental conditions that would prevent this Minor from engaging in horseback riding and its attendant activities. I agree that I will require the above mentioned Minor to wear appropriate attire while on IHEC Premises which includes shoes that fully cover the feet and long pants, and while riding a horse, an ASTM certified safety helmet and riding shoes with heels. I further warrant that I have, and will maintain, current health and accident insurance policies covering said Minor.

I acknowledge that I have read the foregoing paragraphs of this entire Agreement and know and understand the contents thereof and agree to be bound by them for myself, all other parents and or legal guardians of said Minor and on behalf of the Minor child listed herein.

NAME _____
Print Name of Parent or Legal Guardian

DATE _____

SIGNATURE _____

NAME _____
Print Name of Parent or Legal Guardian

DATE _____

SIGNATURE _____

Attachment A - Horse Information, Feed & Vet Care

1. HORSE OWNER/BOARDER/RIDER:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: Home: _____ Email: _____

Work: _____

Cell: _____

2. BACK-UP AND EMERGENCY CONTACT:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: Home: _____ Email: _____

Work: _____

Cell: _____

Relationship to Owner/Boarder/Rider: _____

3. HORSE(S) TO BE BOARDED WITH IHEC:

NAME OF HORSE:

A. _____

Check one: Mare Gelding Stallion _

B. _____

Check one: Mare Gelding Stallion _

C. _____

Check one: Mare Gelding Stallion _

D. _____

Check one: Mare Gelding Stallion _

4. WARRANTY OF OWNERSHIP: Boarder warrants that s/he is the full and legal owner of the horse(s) listed herein and boarded with IHEC. If Boarder is not the legal owner of the horse, Boarder warrants that they have full legal rights to care for the horse and have legal custody of the horse. If the horse(s) listed is leased, belongs to or is registered as owned by another, please provide their Name:_____. Boarder agrees to provide a copy of this full Agreement to the legal owner of the horse, have horse owner execute same and return a signed copy to IHEC for their files.

5. FEED, CLEANING OF STALLS AND WATER: IHEC will feed horses morning, noon and evening. Hay types available will be reviewed with you when you move in. Please be sure your stall sign shows the type of hay your horse will be fed.
WATER: Automatic water bowls are cleaned each week.

BEDDING: Stalls are cleaned twice per day, 7 days a week.

Please specify the hay that is needed for each horse:

NAME OF HORSE: _____

Am: _____

Lunch: _____

Pm: _____

NAME OF HORSE: _____

Am: _____

Lunch: _____

Pm: _____

NAME OF HORSE: _____

Am: _____

Lunch: _____

Pm: _____

NAME OF HORSE: _____

Am: _____

Lunch: _____

Pm: _____

11. EMERGENCY VETERINARY CARE:

11.a. IHEC will attempt to contact the owner/boarder first if it is determined that their horse needs emergency veterinary or farrier care. Please list the contact information for the individuals whom we should call if we are unable to reach you.

Vet Name: _____ Number: _____

Farrier Name: _____ Number: _____

11.b If you prefer that IHEC not call a veterinarian for you, please initial here: _____

11.c If you do permit IHEC to call a Vet to administer care to your horse, you agree that you will be responsible for any payment to the Vet that is incurred. This includes a call made to any equine veterinarian, not only yours as listed above since often, it is necessary to reach the first available Vet in an emergency situation. This includes giving IHEC permission to bring your horse to Pioneer Equine or UC. Davis. If you agree to these emergency veterinary care terms, please initial here: _____

Attachment B - Fee Schedule

1. Board Fee's:

Stalls with attached paddock: \$1200.00 per month
Mare Motels: \$1050.00 per month
Barn Stalls: \$1050.00 per month

If you begin or end your boarding for less than a full month, fees will be prorated based upon the number of days in the month that you board for. This does not effect notice obligations of Boarder pursuant to paragraphs 10 and 11 of this Agreement.

2. Late Fees:

Board fees are due 1st of the month. \$10.00 a day late fee each day after the 5th, unless otherwise agreed upon with Tracey Hirt.

3. Services Offered Included with Board Fees:

- a. Feeding morning, noon and night, no more than five flakes of hay per day.
- b. Cleaning twice daily.

4. Additional Feed or Shavings:

- a. Flakes of hay can be added for an additional fee.
- b. Shavings can be added for an additional fee.

4. For all other services, please make arrangements with your trainer.

ATTACHMENT C - MEDICAL CARE AUTHORIZATION

ADULT

I, _____, warrant that I am 18 years of age or older and hereby authorize IHEC and its agents, trainers and employees who are over the age of 18 to consent to medical care for me if I am rendered unable to do so. This authorization can include dental care if necessary and can also include consent to x-ray exams, emergency diagnosis by paramedical or fire personnel, pain medication administration if authorized by licensed medical personnel, pain medication if administered by a IHEC trainer and transportation to an emergency or medical facility.

Dated: _____

Print Name: _____

Signature: _____

MINOR

I/we, _____, warrant that I am the parent and or legal guardian of the minor child named: _____, and that I have the authority to bind all other parents and or legal guardians to this Medical Care Authorization. I/we hereby authorize IHEC and its agents, employees or trainers, who are over the age of 18, to consent to medical care for my minor child if I am not present and unable to do so. This authorization can include dental care if necessary and can also include consent to x-ray exams, emergency diagnosis by paramedical or fire personnel, pain medication administration if authorized by licensed medical personnel, pain medication if administered by a IHEC trainer and transportation to an emergency or medical facility.

Dated: _____

Print Name: _____
Print Name of Parent or Legal Guardian

Signature: _____

Dated: _____

Print Name: _____
Print Name of Parent or Legal Guardian

Signature: _____

ATTACHMENT D - EQUINE VACCINATIONS

1. Initial Vaccination Requirements for IHEC

a. All horse(s) boarded at IHEC must have received the following vaccinations within the last year:

- Rabies
- Tetanus
- Western Equine Encephalomyelitis (WEE) and Eastern Equine Encephalomyelitis (EEE)

b. All horse(s) boarded at IHEC must have received the following vaccinations within the last six months:

- Rhinopneumonitis
- West Nile (unless your vet has your horse(s) on the one year protocol for WN)

2. Ongoing Vaccination Requirements for IHEC

a. All horse(s) boarded at IHEC must receive the following vaccinations each year:

- Rabies
- Tetanus
- Western Equine Encephalomyelitis (WEE) and Eastern Equine Encephalomyelitis (EEE)

b. All horse(s) boarded at IHEC must receive the following vaccinations every six months:

- Influenza
- Rhinopneumonitis
- West Nile (unless your vet has your horse on the one year protocol for WN)

3. Other Vaccinations

From time to time, IHEC may change the vaccination requirements contained in this Agreement and will notify you in writing of such changes. Upon notice from IHEC, you agree to abide by all vaccination requirement changes.

4. Proof of Vaccinations:

Prior to the arrival of your horse, please provide a copy of your last vaccination regime from your veterinarian so that IHEC can verify that these requirements have been met. This can be in a form of an invoice from your vet which we will keep in your file with your signed Agreement.

a. You agree that every six months, you will provide an updated copy of your horses' completed vaccination requirements so that IHEC can keep this on file with your Agreement.

b. If your veterinarian has excepted your particular horse from any required vaccinations due to an allergy or other medical condition and can certify that the exception will not cause disease, harm or illness to be transmitted to another horse boarded at IHEC, then you agree to provide that certification in lieu of proof of vaccinations.

5. Worming & Parasite Control:

IHEC requires the de-worming regimen of at least 3 times per year. Please consult with your veterinarian as to your particular rotation needs. You agree that you will abide by this requirement during the time that your horse is boarded at IHEC by reporting when you worm your horse to the Barn Manager who will keep a record of same.

6. Bio-Security Protocol:

From time to time, there may arise occasions wherein bio-security protocol must be put in place for the protection of all horses boarded on Premises. Releasee agrees to follow the protocol set by IHEC while boarding a horse on Premises.