

BOARDING AGREEMENT

This **BOARDING AGREEMENT** ("Agreement") is made between **M&M EQUESTRIAN, L.L.C.** (the "Stables") and _____ ("Boarder") this ____ day of _____ 20__ (the "Effective Date").

Background

Boarder is the owner of the horse identified on **Schedule A** (the "Horse") and desires to board the Horse at the Stables and to have Stables provide various services for the care of the Horse, all of which services the Stables desire to furnish, on the terms and conditions of this Agreement.

NOW THEREFORE, upon mutual consideration, the sufficiency of which is acknowledged, Stables and Boarder agree as follows:

1. Stables shall furnish either Standard Boarding Services or Field Boarding Services, as described in Section 1 of **Schedule B**, whichever is checked off.
2. As full compensation for the Standard Boarding Services or the Field Boarding Services ("Basic Services"), Boarder will pay Stables, in current funds, the amount stated on Schedule B as the Monthly Standard Boarding Fee or the Monthly Field Boarding Fee (the "Fixed Monthly Fee"). The Fixed Monthly Fee shall be due paid in full prior to or on the first day of each month for the selected Basic Services for such month. If the Fixed Monthly Fee for any month is not received by the 10th day of a month, the Late Fee indicated on Schedule B shall be due and payable in full immediately. Notwithstanding the foregoing, if Field Boarding Services are selected and during a month, Boarder requests that Stables furnish a stall to Horse, the per diem fee for a stall shall be due and paid no later than the first day of the next month. Boarder or his or her spouse or dependent(s) shall take at least two (2) riding lessons per month during the term of this Agreement and shall be charged and shall pay for two (2) riding lessons per month even if not taken.
3. Upon request of Boarder, Stables shall provide some or all of the Additional Services described on Schedule B, if and when requested by Boarder. The fees and costs for Additional Services shall be quoted to Boarder in advance of Stables providing any Additional Services and all fees and costs associated with Additional Services requested by Boarder shall be due and paid with the Fixed Monthly Fee for the next month.
4. In addition, Boarding will be limited to a minimum period of one (1) full month and Boarder may terminate agreement at anytime by giving the Stables thirty (30) days advance written notice. If the effective date of termination of this Agreement is not coincident with the last day of a calendar month, Boarder shall owe the full amount of the Fixed Monthly Fees for the last partial month that this Agreement is in effect and Stables shall have no obligation to refund any part of the Fixed Monthly Fees for such month.

Stables may terminate this Agreement at any time by giving Boarder one (1) month's advance written notice.

5. Stables shall be entitled to a lien against the Horse should Boarder fail to make payment in strict adherence to the terms set forth above. Before removal the Horse from the Stables' premises, Boarder shall pay all outstanding invoices due to Stables in full.

6. Should it come to the attention of Stables that the Horse requires veterinary care:

(a) Stables shall promptly attempt to contact Boarder, discuss the circumstances, and proceed as directed by Boarder;

(b) If Stables is unable, after reasonable efforts, to contact Boarder, then Stables shall contact Dr. _____ ("Boarder's Vet") at _____ (phone), discuss the circumstances, and proceed as directed by Boarder's Vet;

(c) If Stables is unable, after reasonable efforts, to contact Boarder's Vet, Stables will contact Stables' veterinarian or any other veterinarian of its choice ("Stables' Vet"), shall discuss the circumstances, and proceed as directed by Stables' Vet.

(d) Stables, including its owners, employees, and agents, shall have no liability of any kind to Boarder or any other person for discussing Horse's condition and following directions, orders, and instructions for the care of Horse given by Stables' Vet in good faith and Boarder shall indemnify and hold harmless Stables, including its owners, employees, and agents, from and against any and all such liability.

7. Boarder shall, as a condition of Stables accepting this Agreement, complete, sign, and return the "Release and Waiver of Liability Assumption of Risk and Indemnity Agreement for Equine Activities," attached hereto as **Exhibit C**.

8. Stables shall have the right from time to time to adopt and enforce safety and other rules for its property and buildings, including, but not limited to, the requirement that any person sign a copy of Exhibit C before being permitted to engage in any equine activities (the "Barn Rules"). Boarder shall strictly adhere to the Barn Rules and the Barn Rules shall apply to and be strictly observed by any and all dependents, employees, agents, representatives, and guests of Boarders.

9. Stables shall impose a financial penalty in the amount listed on Exhibit C for each violation of the Barn Rules, which shall be the obligation of and paid by Boarder. In addition, in the event of repeated violation of Barn Rules, Stables may, in its sole discretion, and upon written notice, impose such additional sanctions, including but not limited to, temporarily suspending the right of any person to engage in any equine activities and terminating this Agreement immediately, in which case Stables may prohibit Boarder and all dependents, employees, agents, representatives, and guests of Boarder from engaging in any equine activities, pending removal of the Horse from Stables.

10. Stables, including its owners, employees, representatives, and agents shall not be responsible or liable for damages, losses, expenses, or fees ("Losses") incurred by Boarder with respect to (a) any equine activities as described in the Pennsylvania Equine Activity Statute to the fullest extent permitted by such law, and/or (b) the Horse, tack, or other equipment left or stored on the premises of Stables provided Stables' conduct does not amount to gross negligence, willful misconduct or intentional breach of this Agreement.

11. Boarder represents that:

_____ Horse is fully insured and will provide Stables with a copy of such policy upon Stables' request.

_____ Horse is not insured and Boarder accepts and assumes all risk of and liability for loss as a result of not insuring Horse, and will provide Stables with a copy of any insurance policy obtained in the future insuring Horse.

12. This document constitutes the entire agreement between Boarder and Stables.

13. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania applicable to contracts made and wholly performed in the Commonwealth of Pennsylvania. This Agreement may be amended or modified only by a writing signed by Stables and Boarder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written above but effective as of the Effective Date.

M&M Equestrian, L.L.C.:

By: _____
Melissa Lyster, Manager

Boarder:

Name: _____
(please print name)

SCHEDULE A

Boarder and Horse Information

Boarder:	_____	Insurance Policy:	_____
Street Address:	_____	Policy Number:	_____
City, State:	_____	Phone Number:	_____
Zip:	_____	Horse Name:	_____
Home Phone:	_____	Age:	_____
Work Phone:	_____	Sex:	_____
Cell Phone:	_____	Color:	_____
Other:	_____	Height:	_____
		Blemishes:	_____

Other Important Information:

SCHEDULE B

Schedule of Fees and Services

_____ **Standard Boarding Services**

Horse stall provided

Stalls mucked 7 days a week

Horses fed and hayed twice a day

Horses turned out daily weather permitting

Minor first aid administered

Blanketing

Monthly Standard Boarding Fee: \$ _____/month

Late Fee: \$ _____

_____ **Field Boarding Services**

No stall provided

Horses brought in AM/PM for feed

Blanketing

Hayed appropriately

Minor first aid administered

Monthly Field Boarding Fee: \$ _____/month

Per Diem Fee for Stall: \$ _____/day

Late Fee: \$ _____

Additional Services

Grooming

Clipping and trimming

Paste Worming

Extra feed and hay

Trailer

All medical treatment

Fees: To be quoted

Financial Penalty for Each Violation of Barn Rules: \$ _____ per violation

SCHEDULE C

M & M EQUESTRIAN, L.L.C.

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR EQUINE ACTIVITIES

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF M & M EQUESTRIAN, L.L.C., ITS OWNER, PARTNERS, REPRESENTATIVES, EMPLOYEES AND AGENTS (THE "RELEASEES").

I, _____ on behalf of myself (and my minor child/children),

_____/_____
Name(s) Age(s)

_____/_____
Name(s) Age(s)

who reside at _____,
[Street Address] [City] [State] [Zip]

in consideration for allowing me (or my minor child) to participate in equine activities, handle and ride a horse, and on behalf of myself, and my spouse, children, heirs, next-of-kin, representatives and assigns, HEREBY:

1. Understand and acknowledge that equine activities, including horseback riding, are inherently dangerous activities and involve risks that may cause serious injury and in some cases death.
2. Acknowledge that I (or my minor child) assume the risk of equine riding pursuant to Pennsylvania law.
3. Understand and acknowledge and willingly assume and accept full responsibility for all risk to my (or my minor child's) personal safety and welfare including danger of injury or death inherent in equine activities, including the handling or riding of the horse, and the use of saddles, bridles, equipment and gear provided by Releasees.
4. Understand and acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and that saddles or bridles may loosen or break, all of which may cause the rider to fall to the ground or be jolted, resulting in a serious injury or death.
5. Release, discharge and promise not to sue Releasees for any loss, damage, injury (including death) or cost to me or my child arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by Releasees.
6. Release the Releasees from any claim of negligence in connection with either my or my child's riding a horse, including but not limited to, training or selecting horses, maintaining, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or death.

7. Indemnify, and save and hold harmless Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my negligence.
8. Expressly agree that this Release and Assumption of Risk and Indemnity Agreement is governed by the laws of the State of Pennsylvania and is intended to be as broad and inclusive as is permitted by Pennsylvania law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Releasees for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releasees in defending such an action.

It is understood and acknowledged that I and/or my child are expected wear a protective helmet. It is my understanding that a protective helmet is available and has been offered for my safety (or my child's safety). I agree that I (or my minor child) will wear a protective helmet and I assume all risk associated with my failure (or my child's failure) to do so.

Riding Ability and Competency Levels:

Please provide an accurate assessment of your riding competency so that we may provide a horse, gear and/or training in a safe manner at a level best suited to your needs and experience.

- ___ Beginner A rider who has limited or no experience and/or does not feel comfortable riding faster than a walk for any distance.
- ___ Intermediate: A rider who is confident and in control at all paces including lopes/canters and gallops, and who rides regularly.
- ___ Advanced: A rider who is confident and in control at all paces including lopes/canters and gallops, is currently riding often and is capable of handling a spirited horse in open country.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR EQUINE ACTIVITIES in its entirety. I understand this Agreement is a promise not to sue M&M Equestrian, L.L.C., its owners, partners, representatives, employees and agents, and to release the Releasees from all claims. I have made a free and deliberate choice to sign this Agreement as a condition to the Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the horseback riding experience.

[If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must also read this Agreement and sign below on behalf of the minor.]

Date SIGNATURE OF PARTICIPANT

Date SIGNATURE OF PARENT IF PARTICIPANT
IS A MINOR CHILD