

THE SPOKANE EQUESTRIAN CENTER

(STABLE) 2205 West Gibbs Road Spokane, WA 99224. 509.990.4684/509.448.4842

HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

A. **DEFINITIONS.** The term **OWNER** shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this agreement. The term **STABLE** shall herein refer to **THE SPOKANE EQUESTRIAN CENTER, LLC**. The terms **HORSE(S)** and **ANIMAL(S)** shall herein refer to the equine species and also to the specific animal(s) to which this agreement refers. The terms **BOARD** and **BOARDING** shall herein refer to the provision or compensation of daily routine food, and physical space for animals by a party who does not generally have financial interest in the animal(s). The term **RIDER** shall herein refer to a person who rides a horse while mounted or otherwise handles or comes near a horse from the ground. The terms **I, ME** or **MY** shall herein refer to the **OWNER(S)** and the parents or legal guardians thereof if a minor.

B. **CONSIDERATION AND BOARDING LOCATION.** The Horse(s) may be outdoor pen boarded or stall boarded. Please check all that apply from the options below:

B-1. **Outdoor Pen Board.** Horse(s) are kept in a shared outdoor pen with no more than 2 horses per pen, unless otherwise arranged in writing with the **STABLE**, and approved by **STABLE**. **STABLE** reserves the right to handle and/or move any horse(s) to a different pen as **STABLE** sees fit.

At the commencement of this agreement, **OWNER** agrees to pay the sum of
 \$ _____ 300.00 _____ per month per animal in a shared outdoor pen AND/OR
 \$ _____ 325.00 _____ per month per animal in a private outdoor pen in consideration for **STABLE** undertaking the Board of the animal(s) listed on the attached "Schedule A."

B-2. **Indoor Stall Board.** Horse(s) are kept in a private indoor stall, the location of said stall to be appointed by **STABLE**. **STABLE** does not guarantee a specific stall location, and reserves the right to handle and/or move animal(s) to a different stall as **STABLE** sees fit.

At the commencement of this agreement, **OWNER** agrees to pay the sum of
\$ _____ 450.00 _____ per month per animal in a private indoor stall in consideration for **STABLE** undertaking the Board of the animal(s) listed on the attached "Schedule A."

B-3. **OTHER CONSIDERATION TERMS.** First month's rent is due at the time of drop off. Charges are to be paid in advance on the 1st of the month. If not paid by the 10th of the month, **OWNER** agrees to pay a late fee of 5% of the amount overdue. If not paid by the 15th of the month, **BOARD** will revert to the daily rate of \$20.00 per day until paid in full. Overnight and daily boarders are charged the daily rate. **Payments can be sent to: 5615 E Gibbs Rd. Spokane, WA 99223 or dropped in the black mailbox located outside the office door.**

Owner(s):

Name (*Print*): _____

Street Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Contact Phone Number: _____ Alt. Number: _____

Vet Name: _____ *Phone:* _____

Farrier Name: _____ *Phone:* _____

Current Insurer: _____ *Phone:* _____

- C. **FEEDINGS.** Feedings for stall boarded horse(s) will consist of 2-3 daily feedings; up to 5 flakes equaling 30lbs total hay per day of grass and/or alfalfa combination, based on individual horse(s) weight, age, and performance requirements deemed by **STABLE**. Feedings for outdoor pen boarded horse(s) will consist of any combination of grass and/or alfalfa in medium bales, when available, and may be fed through the use of a slow feeder nibble net. Otherwise, outdoor pen feedings will consist of 2-3 daily feedings; up to 5 flakes equaling 30lbs total hay per day, of grass and/or alfalfa combination, based on individual horse(s) weight, age, and performance requirements deemed by **STABLE**. Horse(s) boarding in shared outdoor pens will not be separated during feedings, and **STABLE** does not guarantee that horse(s) will get their special supplements and/or grains. Unless special feeding instructions are otherwise noted in writing by **OWNER** in the space provided in the attached "Exhibit A" and approved by **STABLE**, **OWNER** agrees to the daily feeding regimes provided by **STABLE** of all boarded horse(s), and agrees to provide any additional feed at their own cost and labor. **OWNER** is not to add additional feedings using **STABLE'S** hay and/or feed supplies, without notifying **STABLE**, and compensating **STABLE** for said feed and/or supplies in an amount defined by **STABLE**.
- D. **STALL BEDDING.** Material and/or amount of fresh stall bedding for stall boarded horse(s) will be deemed by **STABLE** on a daily basis, and consist of material such as, but not limited to, straw and/or wood shavings. Unless special bedding requirements are made in writing by **OWNER**, and approved by **STABLE**, **OWNER** agrees to provide any additional stall bedding at their own cost and labor. **OWNER** is not to add additional bedding using **STABLE'S** supplies, without compensating **STABLE** for said bedding supplies in an amount defined by **STABLE**.
- E. **THE STABLE'S FEE SCHEDULE MAY CHANGE AT ANY TIME.** Should such a change be required, **STABLE** shall give owner(s) no less than 10 days written notice.
- F. **BOARDED HORSE(S) HEALTH WARRANTY.** Each horse to be boarded shall enter the premises free from transmissible diseases. Horse(s) must be current on immunizations for

Eastern/Western Encephalitis, Tetanus Toxoid, Influenza, and Rhino pneumonitis. In addition, **STABLE** recommends that young horses in training and traveling to shows have quarterly boosters for Influenza and Rhino, and a semi-annual Strangles vaccination. Worming and immunization records must be presented to **STABLE** by **OWNER** prior to entry of horse(s) onto **STABLE** premises.

- G. **STABLE'S RIGHT TO REFUSE BOARD.** **STABLE** reserves the right to refuse continuation of board of any horse(s) for any reason, including but not limited to the following: animal's poor health or unsoundness; dangerous propensities, habits or vices which **STABLE** is not equipped to handle; refusal to obey **STABLE** rules or cooperate with **STABLE** personnel on reasonable requests relative to the management, welfare and safety of animals and people on the premises, and also in event of discontinuation of **STABLE'S** business of boarding horses. In such event, **STABLE** shall not be required to give **OWNER** written notice to remove boarded animal(s) from **STABLE** premises. After all fees are paid in full, this agreement is concluded. Failure to pay boarding fees or other charges as due shall entitle **STABLE** to immediately terminate this agreement and to keep the animal(s) in **STABLE'S** possession until all fees and charges are paid in full.
- H. **ROUTINE HORSE CARE.** Boarded horse(s) must participate in a regular program of worming and immunization to be provided by the **OWNER**. The cost of this program is to be borne solely by **OWNER**. If this program is provided by **OWNER**, proof of compliance shall be provided to **STABLE** on a timely basis. Participation of other regular programs such as, but not limited to, feet trimmings, teeth floating, and/or medical check-ups, are the sole responsibility of **OWNER**, and are to be arranged and provided by **OWNER**. The cost of these programs are to be borne sole by **OWNER**.
- I. **BOARDED HORSE ILLNESS OR INJURY.** Should **OWNER'S** horse(s) become sick or injured, **STABLE** shall attempt to contact **OWNER** immediately. If **OWNER** does not immediately inform **STABLE** regarding measures to be taken or if the state of the horse(s) health requires immediate action, **STABLE** is authorized to, but not required to, request all services of a veterinarian of its choice or administer any other attention that appears to be required. **OWNER** shall be solely responsible for any expenses incurred for such services.
- J. **VISITOR PERMISSION TO HANDLE HORSE(S).** In the event someone other than **OWNER** and/or family members call for the boarded horse(s) at **STABLE**, he/she shall have written permission or other agreed upon prearranged permission to remove, handle, or ride the specific boarded horse(s).
- K. **OWNER'S ACCEPTANCE OF RESPONSIBILITY.** **OWNER** is required to inspect **STABLE'S** premises and satisfy himself/herself that the condition of premises and facilities will provide a reasonable and adequate level of safety. This will apply to **OWNER'S HORSE(S)** as well as **OWNER'S** family, guests, and visitors who enter the premises. **OWNER** agrees to be responsible for any and all damages, injuries, or loss of life caused by or to the **HORSE(S)** while in the care, custody and control of **OWNER**, **OWNER'S** family members, invitees or other handlers or agents appointed by them, and also for any acts by **HORSE(S)** caused by

vices or dangerous behavior. Also, **OWNER** will be responsible for any damage caused by **OWNER'S HORSE(S)** to the facility other than normal "wear and tear", the definition of which shall be determined exclusively by **STABLE**. **OWNER** agrees to maintain personal liability insurance on the boarded **HORSE(S)** and to provide **STABLE** with proof of same. **OWNER** is also responsible for accidents, injury, or loss of life sustained by **OWNER**, **OWNER'S** family members, invitees, and agents caused by or in relation to **OWNER'S** horse(s). **OWNER** agrees to at all times maintain adequate accident/medical insurance to cover **OWNER** and family members.

- L. ***INHERENT RISKS AND NATURE OF HORSE WARNING.*** **OWNER** acknowledges the inherent risks present associating with and relating to any horse, horse activity, and/or natural horse behavior. **OWNER** agrees to hold harmless and release **STABLE**, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability of any injury resulting from these inherent risks.
- M. ***RELEASE OF LIABILITY.*** In consideration of **STABLE** undertaking the board and related services under the terms set forth herein, I, the undersigned **OWNER**,
(Print Name) _____, agree to hold harmless and release **STABLE**, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to **STABLE'S** ordinary negligence, and I do further agree that except in the event of **STABLE'S** gross and willful negligence, I shall bring no claims. This includes any economic or non-economic losses due to bodily injury, death, property damage, and/or injury to or loss by death of the boarded horse(s), and/or sustained by me and/or my minor child or legal ward in relation to the premises and operation of **STABLE**.
- N. ***SAFETY RIDING ATTIRE WARNING.*** **OWNER** is responsible for using protective gear, including, but not limited to, heeled boots, long pants, a long-sleeved shirt, gloves designed for riding when visiting **STABLE'S** property, and an ASTM-certified safety helmet fastened securely under the chin while riding on **STABLE'S** property. If **OWNER** does not wear these items, **OWNER** assumes the increased risk of injury or death associated with failing to wear such protective attire. **OWNER** agrees that **STABLE** has no duty to provide safety attire for **OWNER**. **STABLE** is held harmless from any and all claims, injuries, causes of action, damages, judgements, and costs of expenses, including attorney's fees, which in any way arises from **OWNER** not abiding by **STABLE'S** rules and regulations of safe riding attire.
- O. ***DIRECT LOSS TO PERSONAL PROPERTY WARNING.*** **OWNER** is hereby warned that while on **STABLE'S** premises, certain situations are not covered by **STABLE'S** insurance. These include, but are not limited to, direct loss, damage, theft, or injury to **OWNER'S** horse(s), tack, equipment, vehicles and trailer, including damage caused by loose animals. **OWNER**, having financial interest in such items, must carry his/her own personal property insurance under a homeowners', tenants', or other insurance policy or under a separate policy as in the case of the loss of a horse(s).

- P. **AGREEMENT SCOPE AND TERRITORY.** This agreement shall be legally binding upon **OWNER** and/or **OWNER'S** parents or legal guardians, should **OWNER** be a minor. This agreement is entered into and will be interpreted and enforced under the laws of the State of Washington. Any disputes by **OWNER** shall be litigated in, and venue shall be, in Spokane County, Washington. If any clause, phrase, or wording is in conflict with Washington State Law, then that single part is null and void.
- Q. **LIEN AGAINST BOARDED ANIMALS.** **OWNER** hereby grants to the possessory lien against the boarded horse(s) to **STABLE** for the value of all unpaid charges resulting from boarding and any other services to the horse(s). Should such charges go unpaid, **STABLE** shall be entitled to exercise the right to enforce said lien according to the laws of the State of Washington.
- R. **RIGHT OF TERMINATION.** **STABLE AND/OR OWNER** may terminate this Agreement for any reason. **STABLE** shall be paid for all fees incurred up to the termination date; after all fees have been paid in full, this Agreement is deemed concluded.
- S. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

I/WE the undersigned have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement, and we further attest that stated facts are true and accurate and are accepted by us.

Signature of OWNER	Date
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Signature of OWNER	Date
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THE SPOKANE EQUESTRIAN CENTER, LLC, AGENT	Date
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EXHIBIT A

**DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED BY THIS STABLE IS
HEREBY STATED AS FOLLOWS:**

1. SEC Trainer horse will be working with: _____

Date of Boarding Commencement: ____/____/____

Name of Horse: _____ *Est. Value:* _____

Sex: _____ *Age:* _____ *Breed/Markings:* _____

Special Daily Feeding/Care regimen: _____

Boarding Location: *Indoor Stall* _____ *Outdoor Pen* _____

2. SEC Trainer horse will be working with: _____

Date of Boarding Commencement: ____/____/____

Name of Horse: _____ *Est. Value:* _____

Sex: _____ *Age:* _____ *Breed/Markings:* _____

Special Daily Feeding/Care regimen: _____

Boarding Location: *Indoor Stall* _____ *Outdoor Pen* _____

3. SEC Trainer horse will be working with: _____

Date of Boarding Commencement: ____/____/____

Name of Horse: _____ *Est. Value:* _____

Sex: _____ *Age:* _____ *Breed/Markings:* _____

Special Daily Feeding/Care regimen: _____

Boarding Location: *Indoor Stall* _____ *Outdoor Pen* _____

THE SPOKANE EQUESTRIAN CENTER

RELEASE AND HOLD HARMLESS AGREEMENT

THIS RELEASE FROM LIABILITY is made and entered into as of the date of:

_____20_____ by and between **THE SPOKANE EQUESTRIAN CENTER**,
hereinafter designated **STABLE**, and (*Print Name*) _____,

hereinafter designated **RIDER**, and if **RIDER** is a minor, **RIDER'S** parents or guardian

(*Print Name*) _____. In return for the use today and on

all future days, of property, facilities, and services of **STABLE**, the **RIDER** and his/her heirs, and legal representatives hereby expressly agree to the following:

1. **RIDER** is responsible for full and complete insurance coverage on his/her **HORSE(S)**, personal property, and himself/herself.
2. **RIDER** acknowledges the inherent risks involved in and around equine activities, which may include, among other risks, bodily injury from using, riding or being in close proximity to Horse(s). Furthermore, both **HORSE** and **RIDER** may be injured in normal use or in competition and schooling. **RIDER** agrees that **STABLE** is not liable for an injury to or the death of **RIDER**, **HORSE(S)**, and/or a participant in activities resulting from the inherent risks of such equine activities.
3. **RIDER** agrees to assume any and all risks involved in, or arising from, **RIDER'S** use of or presence upon property and/or facilities, including without limitation but not limited to: the risk of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, other horses or stationary objects, fire or explosion, the unavailability of immediate emergency medical care, and or the negligence and/or deliberate act of another person.
4. **RIDER** agrees to hold **STABLE** and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable, and releases them from all liability whatsoever. **RIDER** agrees not to sue these entities on account of or in connection with any claims, cases of action, injuries, damages, costs or expenses arising out of **RIDERS'** use of and/or presence upon **STABLE** property and use of facilities. This includes, without limitation, those issues based on death, bodily injury, and property damage; including consequential damages, and/or negligence of **STABLE** or its employees. The intentional, willful or wanton conduct of **STABLE** is included.
5. **RIDER** agrees to indemnify and defend **STABLE** against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs of expenses, including attorney's fees, which in any way arises from **RIDER'S** use of or presence on **STABLE'S** property or facilities.

6. **RIDER** acknowledges through their signature of this document that they have read and agreed to follow carefully all posted **STABLE** rules, and any other rules provided to **RIDER** for review.
7. **RIDER** is responsible for using protective gear, including, but not limited to, heeled boots, long pants, a long-sleeved shirt, gloves designed for riding when visiting **STABLE'S** property, and an ASTM-certified safety helmet fastened securely under the chin while riding on **STABLE'S** property. If **RIDER** does not wear these items, **RIDER** assumes the increased risk of injury or death associated with failing to wear such protective attire. **RIDER** agrees that **STABLE** has no duty to provide safety attire for **RIDER**. **STABLE** is held harmless from any and all claims, injuries, causes of action, damages, judgements, and costs of expenses, including attorney's fees, which in any way arises from **RIDER** not abiding by **STABLE'S** rules and regulations.
8. All horses that **RIDER** shall bring and/or keep on **STABLE'S** property shall be current on all routine vaccinations, and free from infection and other contagious or transmissible diseases. **STABLE** reserves the right to refuse to allow any horse to remain on **STABLE'S** property that is not in proper health or is deemed dangerous or undesirable by **STABLE** management.
9. **RIDER** agrees that **RIDER** will promptly pay for any damage that occurs on **STABLE'S** property that is caused by **RIDER** or any **HORSE(S)** that **RIDER** brings onto **STABLE'S** property.
10. **SEVERABILITY**. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.
11. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties. Furthermore, this agreement is non-assignable and non-transferable and is made and entered into in the State of Washington, and shall be enforced and interpreted under the laws of Washington. When **STABLE** and **RIDER** (and **RIDER'S** parents or guardians if **RIDER** is a minor) sign this contract, it will then be binding on all parties subject to the above terms and conditions for as long as **RIDER** uses **STABLE** or otherwise participates in activities at or associated with said **STABLE**.

I have read and understand this release.

RIDER'S SIGNATURE (Parent/Guardian if RIDER is a Minor.)

DATE

RIDER'S SIGNATURE (Parent/Guardian if RIDER is a Minor.)

DATE

THE SPOKANE EQUESTRIAN CENTER **BARN GUIDELINES**

The Spokane Equestrian Center is a private stable and training center. Please review the guidelines below so that all clients can fully enjoy the facility.

- Be kind, considerate and respectful of each member's, and the owner's property. This includes horses! Do not approach any horse, or use any person's property without consent from its owner.
- All empty stalls have been cleaned in anticipation for new horses coming into the barn. **EMPTY STALLS WITH FRESH BEDDING ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT PERMISSION FROM THE STABLE DIRECTOR.**
- Please see the Stable Director if you'd like additional shavings and/or hay put in for your horse(s), above what is supplied on a daily basis. **PLEASE DO NOT ADD ANY EXTRA BEDDING AND/OR HAY WITHOUT NOTIFYING THE STABLE DIRECTOR.**
- Aisles should always be kept clean. If your horse makes a mess in the aisle way, please clean it up. Tack boxes, step stools, feed containers, hay, etc., should not be left in the aisles or in empty stalls. Horse blankets should be hung on a door blanket rack when not in use. Saddle brackets on aisle walls should be folded down and left out of the way when not in use.
- When finished washing a horse, please hose down and clean up the area, turn the water off at the faucet, and coil up the hose so it is out of the way.
- Horses are not to be left unattended in the crosstie stalls or wash areas, or any other unauthorized location.
- Cleaning of manure, shavings, and/or other **NATURAL** debris should be removed using available muck buckets and dumped into the spreader to be spread by the maintenance crew. Please do not put natural debris in the dumpsters, or leave buckets/wheelbarrows full of debris.
- Upon arrival, all visitors, new clients, and/or Haul-Ins must first check in at the office, sign the appropriate releases, and pay the fee, if applicable.
- All visitors should wear appropriate attire suited for the facility and horse related activities while on the premises.

*It is our intention to ensure that The Spokane Equestrian Center remains a premier facility for our customers, our trainers and their clients, and any visitors! We thank you in advance for doing your part, and welcome your suggestions. Please feel free to leave any written comments in the black mail box near the office door or call/text the Stable director, **Janelle Cobb at: 509-990-4684** with any questions, comments and/or concerns.*

I (PRINTED NAME) _____ ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE BARN GUIDELINES AS OUTLINED, AND AGREE TO ADHERE TO ALL GUIDELINES, OR RELINQUISH PRIVILEGES OF UNMONITORED ACCESS TO, AND/OR USE OF, THE SPOKANE EQUESTRIAN CENTER FACILITIES AS DEEMED BY THE OWNER.

PARTICIPANT SIGNATURE

DATE

