

BOARDING CONTRACT AND LIABILITY RELEASE, SUNDANCE STABLES (BOAR HOLDING COMPANY, LLC)

This BOARDING CONTRACT AND LIABILITY RELEASE ("Agreement") is made by and between Boar Holding Company, LLC, Sundance Stables (referred to as "Stable"), and _____ (referred to as "Owner").

TERMS

A. **BOARDING FEES.** As consideration for the boarding, keeping and care of Owner's horse(s) (referred to as the "Horse" or "Horses") at Stable, Owner agrees to pay Stable fees of \$_____ per month, which includes feeding hay as needed (minimum twice daily) and grain or supplements (if provided by owner), use of Box stall or Barn stall and run, or Run with shelter, cleaning, and watering.

OTHER SERVICES- specify here and initial below, if other services are added:

All fees and services are subject to change by Stable upon 30 days written notice to Owner.

Fees are due and payable to Stable on the first day of each month that Horse(s) are at Stable. Payments made more than five days after this date must include a late payment fee/administrative charge of \$15 per week/per Horse for each week in which board has not been paid. No refunds will be permitted by Stable. A returned check fee of \$25 shall also apply. Stable will apply interest at the rate of 20% per annum, or the highest rate allowed under Colorado law, to unpaid fees and charges. *Owner understands and agrees that all Horses boarded under this Agreement will not be released from Stable's care, custody, and control until all fees and charges are fully paid. The above-board fees do not include veterinary, farrier, or other services not specified above. The costs and charges for these services must be paid exclusively by Owner, and Owner agrees to pay for them.*

B. **FIRST PAYMENT.** Stable acknowledges the receipt of \$_____, which has been paid by Owner to Stable upon the signing of this Agreement. This payment will be applied toward the first month's fees and expenses that are due to Stable under this Agreement.

C. **INFORMATION ABOUT OWNER AND HORSE(S) TO BE BOARDED.**

1. **Owner.** Owner is the owner, part owner, or lessee of the Horse(s) listed in Section 2, below, and desires to have this Horses/these Horses stabled on the Stable's premises.

Owner's Name: _____

Address: _____

Telephone # (Home) _____ (work) _____ (cell) _____

Person(s) to Contact in Case of Emergency: _____ Phone: _____

Owner agrees to keep Stable immediately notified of any changes in the above information.

2. *Horse(s).* Please provide complete information below and promptly notify Stable of any updates:

Name of Horse(s): _____

Age/Breed/Color: _____

Vices/Habits: _____

Other

Inofrmation _____

Owner's Preferred Veterinarian & Phone # _____

Equine Insurer & Policy #: _____

Insurer Emergency Contact #: _____

Owner represents that the Horse(s) described in Section 2, above, is/are, to the best of Owner's knowledge, free from transmittable illnesses or diseases and is/are de-wormed and current on routine equine immunizations. Owner also represents that the Horse(s) is/are trained to lead safely and is/are reasonably sage to handle. Upon Stable's request, Owner must provide Stable with (1) a negative Coggins Test that was taken and issued by licensed veterinarian within the past six months; and (2) a current Health Certificate issued by a licensed veterinarian within the past 30 days.

3. *Receipt of Horse(s).* Stable acknowledges the receipt of Horse(s) from Owner on _____ date, for boarding under this Agreement. Owner has inspected the Stable's remises and is satisfied with the condition of the facilities.

D. **WAIVER AND RELEASE OF LIABILITY.** As lawful consideration for Stable undertaking the boarding, keeping of the Owner's Horse(s) now and in the future under the terms of this Agreement, Owner agrees to assume full responsibility for any and all bodily injuries or damages which Owner may sustain at any time. The term "damages" means, for example, medical expenses, losses and expenses incurred because of bodily injuries or property damages (except if such injury or damage is caused by Stable's gross negligence or wanton and willful misconduct). Owner, for himself/herself and for Owner' heirs, family members, administrators, estate, personal representatives and /or assigns, release and discharge Sundance Stables, Boar Holdings, LLC, Don Canale, Kristin Canale, Grant Warfield, Sarah Warfield and their respective officers, directors, employees, agents, representatives, assistants, and heirs from liability in the event of any injury or damage of any nature.

Owner has executed this Boarding Contract and Liability Release willingly and after having read or been advised of the following warning:

Warning

Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

Owner also agrees to hold harmless and release Sundance Stables (Boar Holding Company, LLC), Don Canale, Kristin Canale, Grant Warfield, and their respective officers, directors, employees, agents, representatives, assistants, and heirs from liability for any and all injuries, damages, or losses that Owner's Horse(s) may sustain at any time arising out of the boarding, keeping, training or use at the Stable's premises that may accrue from any cause whatsoever, including fire, theft, running away, accidents, illness, or injuries while the Horse(s) is/are on or near Stable's premises or under Stable's care, custody, or control (except if such injury or damage is caused by Stable's gross negligence or wanton and willful misconduct).

It is also mutually understood and agreed that Stable will not be liable for any loss of, damage to, or theft of Owner's equipment or personal belongings that may be kept on the Stable's premises.

E. INDEMNIFICATION. Owner shall be solely responsible for all acts and behavior of Owner's Horse(s) at all times during the term of this Agreement. In no case shall Sundance Stables, (Boar Holding Company, LLC), Don Canale, Kristin Canale, Grant Warfield, and their respective officers, directors, employees, agents, representatives, assistants, and heirs be liable for the acts and behavior of Owner's Horse or Horses (other than the exercise of gross negligence or wanton and willful misconduct on Stable's part in the boarding, keeping or training of Owner's Horse(s)). Owner agrees to indemnify and hold harmless Sundance Stables (Boar Holding Company, LLC) Don Canale, Kristin Canale, Grant Warfield, Sarah Warfield, and their respective officers, directors, employees, agents, representatives, assistants, and heirs against all damages which are sustained or suffered by any third person(s) ("third persons" shall mean all people who are not parties to this Agreement) including any and all injuries or damages whatsoever that Owner may cause, directly or indirectly, by reason of the stabling, keeping or training of the Owner's Horse(s) at Stable. The indemnification shall also include reimbursement of Stable's reasonable attorneys' fees.

F. RULES, EMERGENCIES, HEALTH SCHEDULE, AND OTHERS

1. *Rules.* Owner has received and reviewed a copy of the Stable's current rules before signing this Agreement. Owner understands that Stable reserves the right to amend its rules with 30 days' advance notice to Owner. Owner agrees to strictly abide by all of Stable's rules. Also, if Owner discovers and defects in or around Stable, Owner agrees to notify Stable immediately.

2. *Emergencies/Emergency Authorization.* Should Stable determine that Owner's Horse(s) have become injured or ill, Stable will notify Owner as soon as possible. However, if Owner is unable to be reached or does not immediately inform Stable regarding measures to be taken, or if the Horse(s)'s health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within Stable's discretion, and Stable shall, under these circumstances, act as Owner's agent to procure veterinary or other attention but not for payment of fees. *Owner shall be solely responsible for payment of emergency veterinary fees and services.*

3. *De-Worming/Inoculation/Farrier Arrangements.*

____ **Owner Solely Responsible for Making Veterinary and Farrier Arrangements.** Owner agrees to make his/her own arrangements to have Owner's Horse(s) regularly de-wormed and vaccinated as well as attended by a farrier. If requested by Stable, Owner must show Stable proof that these services were timely performed.

OWNER IS SOLELY RESPONSIBLE FOR PAYING FOR ALL VETERINARY AND FARRIER FEES AND SERVICES AT ALL TIMES.

4. *Stable's Release of Liability.* All persons who enter the Stable's premises, including Owner, are required to sign the Stable's Waiver, Release of Liability, and Assumption of Risk Agreement. With respect to each minor (under age 18) who enters the Stable's premises, the minor's parents or legally appointed guardians are required to sign for him/her.

5. *Independent Trainers, Instructors, and Clinicians.* Owner is aware that independent instructors, trainers, and/or clinicians may occasionally do business on the Stable's property (with Stable's advance approval) but Owner understands that these instructors, trainers, and/or clinicians operate wholly independent businesses and they do not have an employment, partnership, joint venture, principal-agent or other similar arrangement with Stable.

6. *Excessive Damage.* Owner will reimburse Stable for the material and labor cost associated with repairing any damages to the Stable's facility (including, but not limited to, stall, pasture, arena, etc.) by Owner or by Owner's Horse(s) if the cost exceeds \$500.

G. TERMINATION OF AGREEMENT.

1. *By Owner.* Upon 30 days' advance notice to Stable, Owner may terminate this Agreement for any reason. Owner agrees to pay Stable all fees and expenses incurred up to the termination date and until the Owner's Horse(s) are removed from the Stable's custody and control.

2. *By Stable.* Stable reserves the right to refuse to continue boarding Owner's Horse(s) for any reason. Stable shall give Owner at least 30 days' advance notice to remove Horse(s) from Stable. In extreme situations (as determined in Stable's sole discretion that include, but are not limited to, Horse's health, dangerous or destructive propensities of Horse or Owner, or others), Stable reserves the right to give Owner three days' notice. After Owner has paid Stable in full for all fees and charges and has removed Owner's Horse from Stable, Owner's obligations to Stable under this Agreement shall be concluded.

3. *Survival of Release, Waiver, and Indemnification.* It is mutually understood that the other provisions of this Agreement, including but not limited to the waiver and release of liability and indemnification provisions in paragraphs D and E, above, shall survive the termination of this Agreement, and shall remain in full force and effect all times, *now and in the future*, regardless of who terminates and why.

H. LIEN FOR FEES AND CHARGES. By signing this agreement, Owner acknowledges that Stable holds a possessory lien against the Horse(s) boarded pursuant to this Agreement for the value of any unpaid boarding or other charges due to Stable under this Agreement. Owner agrees that in the event that the specified boarding fees and charges are not fully paid when due, Stable shall be permitted to exercise its lien rights, and, in connection with these rights, to sell Horse(s) in the manner permitted by Colorado Revised Statutes 38-20-202, et seq., or other applicable Colorado law.

I. MICELLANEOUS PROVISIONS.

1. Owner represents that all information provided in this Agreement is true and accurate.

2. This Agreement shall be binding on, and inure to the benefit of, the Stable and Owner, and their perspective employees, agents, representatives, members, managers, representatives, heirs, affiliated persons, or other representatives.

3. Modifications to this Agreement are only binding if in writing and signed by Stable (only Don Canale or Kristin Canale may sign modifications to this Agreement on behalf of Stable) and Owner.
4. Owner is not permitted to assign this Agreement to anyone without Stable's prior written permission.
5. This Agreement is governed by Colorado law, without regard to principals to conflicts of law, and is intended to be as broad and inclusive as Colorado law permits. If any provision is found invalid or unenforceable, the remainder shall stay valid and enforceable at all times- now and in the future.
6. This Agreement contains the *entire agreement* between Owner and Stable with respect to its subject matter and incorporates and integrates all previous promises or understandings between Owner and Stable with respect to the subject matter. All provisions in the Waiver, Agreement and Liability Release that Owner signs for Owner and on behalf of Owner's minor children or legal wards (if any) are reaffirmed as being in full force and effect at all times, now and in the future.
7. If legal proceedings are filed to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party his/her/its reasonable attorneys' fees and costs related to such breach. Owner agrees that Stable shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration under the rules of the American Arbitration Association; Owner consents to such forum if selected by Stable, and Owner agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties that are handled through the court system shall be brought and litigated in a state or federal court of proper jurisdiction located in or nearest to Jefferson County, Colorado.

**THE UNDERSIGNED HAVE READ AND UNDETSTAND THIS BOARDING CONTRACT
(ALL FIVE PAGES) AND LIABILIT RELEASE AND AGREE TO BE FULLY BOUND BY ITS
TERMS**

Owner: _____ **Other Owner (If Horse has two owners or parent/legal guardian if Owner under age 18)** _____

By: _____ **By:** _____

Print name: _____ **Print Name:** _____

Date: _____ **Date:** _____

Stable:

Sundance Stables (Boar Holding Company, LLC) a Colorado limited liability company

BY: _____

Kristin Canale, Manager

Date: _____

Warning

Under Colorado Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statues