

Chamounix Equestrian Center
98 Chamounix Drive
Philadelphia, PA 19131
(215) 877-4419

Horse Boarding Agreement and Liability Release

By this agreement, made and entered this _____ day of _____, 200__ by and between _____, who resides at _____, herein referred to as the "Owner" and Chamounix Equestrian Center, herein referred to as "Stable".

FEES

It is hereby agreed to as follows:

1. Owner agrees to pay the sum of \$_____ per month and understands that the Stable will not allow any horse to leave on any given day later than noon without charging one full day's board. Monthly board is to be paid in advance and is due on the first of the month. Stable requires 30 day notice, in writing, if Owner intends to sell or move horse. Owner is responsible for a full month's board should there be no notification payable prior to horse leaving Stable premises. Owner shall pay all charges of and for special services listed hereinafter and all veterinary and medical costs that may be incurred hereinafter for the horse.

a) A late fee of five dollars (\$5.00) per day is charged for payments made after the first day of the month.

Information on horse to be boarded:

Name of Horse: _____ ID# _____

Breed: _____ Color: _____ Sex: _____ Age _____

Value of Horse: _____

Other pertinent information: _____

RELEASE AND INDEMNITY

2.1 If horse becomes ill or is injured, Stable shall attempt to telephone owner immediately. If the Owner does not immediately inform Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, Stable is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The Owner shall promptly pay all expenses for all services relating to this illness or injury.

2.2 The Owner agrees that Stable shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident. The Owner further agrees he/she shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Stable's property such as stalls, buckets, lighting, fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Owner, his/her family, invitee, agents or any other persons or their property.

2.3 Owner shall have sole responsibility for maintaining insurance coverage for and with respect to Owner's horse and other personal property, including without limitation appropriate policies of property and liability insurance.

2.4 Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse or result in an injury or death to other animals, including Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another horse owner to not maintain control over its horse or horses.

2.5 OWNER EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS INVOLVED IN OR ARISING FROM THE USE BY OWNER OR OWNER'S HORSE, OR THEIR PRESENCE UPON STABLE PROPERTY AND FACILITIES, including with out limitation: Equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of another person.

2.6 Owner hereby releases, exonerates and absolves Fairmount Park Commission, the City of Philadelphia, Chamounix Equestrian Center, Work to Ride, Inc., it's Board of Directors, officers, staff members, volunteers, sponsors, organizers, agents, and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and agrees not to sue them or any of them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses (collectively "Liabilities") arising out of the use or presence upon Stable property and facilities by Owner or Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

2.7 Owner hereby waives the protection afforded by any statute or law whose purpose or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person given the release does not know or suspect to exist at the time executing the release.

2.8 Owner agrees that boarded horse(s) will participate in Stable's worming, immunization and teeth floating programs and that horses are shod or trimmed on a regular basis (or a minimum of every eight weeks). Boarders are responsible for setting appointments for services unless owner requests assistance from Stable management.

2.9 If the market value of above named horse is in excess of \$2,000.00 (two thousand dollars) owner must provide valuation documentation and provide adequate insurance coverage for above named horse. Stable will not be held liable for any claims whatsoever.

RIGHT OF LEIN

3. The owner hereby grants a lien on the horse for all charges resulting from boarding and rendering any other services to the animal. If any such charges are unpaid for a period of 30 days after they come due, Stable may, upon 15 days notice in writing to Owner, sell the horse at public or private auction to satisfy the account. Owner agrees to relinquish title to any and all breed associations, registration papers upon enforcement of this clause. The notice may be served by registered or certified mail with returned receipt requested, addressed to the owner at the address stated above. The proceeds of the sale, after paying the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid over to the Owner. If the proceeds of the sale are insufficient to cover the indebtedness the Owner shall pay the difference to the Stable.

SERVICES

4. The boarding fee includes feeding twice daily (up to a maximum daily limit often quarts of feed); horse will be provided with an adequate amount of hay to sustain his weight and nutritional requirements; a box or straight stall cleaned daily, bedded with sawdust in a quantity to be decided as adequate by the stable manager. Owner is permitted to pick out horse's stall; however, no boarder is to add extra sawdust to a stall without permission from the Stable manager. Fresh water is provided in adequate amounts on schedule. If bucket is empty, it does not mean that your horse is not being watered, he simply drank it. All horses are turned out a minimum of 2 hours daily.

4.1 In the event that someone other than the Owner or his/her family member calls for the horse, such person must have written permission signed by the Owner to remove or ride horse.

4.2 If requested by owner, Stable will feed supplements as directed by Owner and/or veterinarian at no charge.

BOARDING RULES AND REGULATIONS

5. Barn hours are from sun up to sun down.
 - a). Special arrangements may be made with management for people who prefer to ride before sunrise or after sundown.

 - b). Boarders are responsible for notifying management, in writing, if horses are going to shows, trips, etc. Expected time and date of return is to be conveyed to management. A message board is provided in Stable for communication purposes.

 - c) Management will determine whether a horse(s) returning from outside activities will need to be quarantined.

- 5.1 Hard Helmets: Individuals under the age of 21 years must wear hard helmets when on horse back on Stable premises. Individuals 21 and older, management strongly recommends the use of hard helmets.

- 5.2 Management strongly recommends for your safety that there be no bareback riding.

- 5.3 Management requires anyone under 18 to be supervised by an adult.

- 5.4 Please clean up after yourself. Sweep the floor when done grooming your horse. Pick up any manure your horse drops (even outside Stable). There are muck buckets for use at either end of the barn. Turn off all water when done, make sure that your horse's stall door is secure, or in case of straight stall that the tie chains are snapped.

- 5.5 Stable is not responsible for anything lost, stolen, or damaged. Do not borrow equipment from anyone, including Stable, without first receiving permission.

- 5.6 Stable is not responsible for your equipment. Please limit your equipment to 1 saddle, 1 bridle, and 1 trunk per horse. Please keep tack room orderly. Put all equipment away after each use. Limited space may be available for additional storage.

- 5.7 No stallions.

- 5.8 Please take proper safety precautions when handling horses. Remember that horses are animals that often act on their own. You are riding at your own risk.

- 5.9 Owner will provide yearly proof of current Coggins test. All inoculations (4 in1 and rabies) are to be done no later than June of every year. Management requires proof of inoculation (vet bill or vet supply receipt) of inoculations. A booster of Rhino/Flu is to be given in the fall. If proof is not received by June 30th, management will inoculate horse(s) and bill Owner in the following month's board bill. Owners are responsible for repayment to stable within 30 days. Horses are to be wormed no less than every three months or 4x's per year.

5.10 ALL COMPLAINTS ABOUT THE CARE OF YOUR HORSE OR OTHER STABLE ISSUES MUST GO DIRECTLY TO MANAGEMENT. IF NOT RESOLVED, AN APPEAL MAY BE MADE TO THE BOARD OF DIRECTORS, THEIR DECISION WILL BE FINAL.

5.11 Any rider or handler other than Owner must contact Stable Management and sign a Release and Hold Harmless agreement. Signed agreements will be kept on file in Stable office.

a) Any rider or handler other than Owner must wear a hard helmet regardless of age while on the horse.

b) Owners are responsible for informing any rider or handler of Stable rules. If a rider or handler continuously disregards Stable rules, they may be asked to leave the premises.

5.12 Do not leave trash in or around Stable.

5.13 No boarder is to feed additional grain or hay belonging to Stable. Boarder may supply his/her own additional hay, grain, or supplement. NO REDUCTION in board will be given if alternate feed is provided. Stable is not responsible for the well being of any horse/pony receiving amounts of feed determined unsuitable by Stable management.

a) Additional hay or grain is available for an additional charge per month.

b) Special feed required by older or sport horses is available for an additional charge

5.14 No Owner or designee of Owner, other than stable staff, is to provide additional grain, hay, supplements or medications to Owner's horse with out first consulting with and notifying Stable Management.

5.15 Unless otherwise arranged, during summer hours horses are turned out overnight when there are less insects and it is cooler and more comfortable for the horse. If horse Owner, rider or handler rides in the evening, they are responsible for putting horse outside in the appropriate turnout paddock. Special arrangements may be made with management on the occasion, that for whatever reason, there needs to be a deviation from the schedule. **Stable is not responsible for horses left inside if owner chooses to deviate from stable schedule.** Turn out schedule is located at front of stable.

5.16 All horses are turned out on a daily basis, weather permitting. If Owner, on occasion, would like horse(s) to remain in, Owner is responsible for leaving notice on the message board at front of stable.

5.17 Outside instructors wishing to provide instruction must provide proof of insurance in accordance with Fairmount Park Insurance Policy regulations. Instructor must provide valid proof of insurance in excess of one million dollars to be filed in Stable office.

5.18 Closing: If you are the last person in the barn, you are required to turn off all lights (bathroom included) and check all doors to make sure they are shut and properly locked, including your tack room.

5.19 Fairmount Park Commission rules and regulations take precedent over any issues not stated above.

TERMINATION

6. Owner agrees to abide by all the rules and regulations of Stable. Failure to do so will result in the following action: 1) verbal warning of violation, 2) written notice of violation, 3) possible eviction. Either party may terminate this agreement by giving thirty (30) days written notice.

6.1 This agreement is entered to in the state of Pennsylvania and will be interpreted and enforced under the laws of Pennsylvania.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE.

OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Please print:

Owner: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____

Emergency Phone Number: _____

Signature of Owner: _____ Date: _____

Email _____

Signature of parent or guardian if owner is under 18 years of age:
