

## **BOARDING AGREEMENT AND RELEASE**

This Boarding Agreement and Release form (“the Agreement”) is entered into by Fox Hill Farms, LLC, a Colorado limited liability company whose address is 7356 Rabbit Mountain Rd., Longmont, CO 80503 (“the Premises”), and the undersigned “Owner.”

### PLEASE READ CAREFULLY BEFORE SIGNING

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED ANIMALS WHILE ON THE PREMISES

IT IS HEREBY AGREED TO AS FOLLOWS THAT:

#### **A. Definitions:**

“**Animal**” means the singular and plural equine species (Horses) and other specific animals referred to herein and subject to this Agreement.

“**Board**” or “**Boarding**” means the provision to the Animal of daily routine husbandry, food, and physical space by Fox Hill in consideration for compensation paid to Fox Hill by Owner.

“**Fox Hill**” means Fox Hill Farms, LLC, its owners, agents, employees, servants, officers, directors, representatives, assigns, members, owners of Premises, affiliated organizations, insurers and others acting on behalf of Fox Hill.

“**Non-Owner Guests**” means any guest, invitee, trainer, Rider, or any other person that comes onto the Premises by permission of the Owner.

“**Owner**” means the singular or plural owner, part-owner, and minor family members.

“**Rider**” means any person who rides, mounts, handles, or otherwise comes in proximity of the Animal.

**B. Boarding:** At the commencement of this Agreement, Owner agree(s) to pay the monthly Boarding Fee per Animal as set forth in the Fee Schedule, in consideration for Fox Hill providing Boarding of the Animal. Boarding services will include, access water, hay and pelleted feed twice daily, and reasonable access to the Premises. Boarders will also have use of the arena on a first come basis.

**C. Fee Schedule:** Fox Hill shall provide Owner with a Fee Schedule for Boarding in advance of the signing of this Agreement, and is attached hereto and incorporated herein by reference. Boarding fees may be subject to change upon 30 days’ written notice to Owner. All payments are due in advance on the first day of the month in which the Animal is Boarded. All Boarding is for a full month, partial months will not be prorated. An administrative fee of Ten Dollars (\$10.00) per day will be added to payment not made by the 5<sup>th</sup> day of the month. If payment has not been received by the 5<sup>th</sup> of the month, a written notice of late payment will be issued. If two (2) written notices of late payment are issued within in any 12-month period, Fox Hill has the right to have remove the Animal from the Premises and Fox Hill shall have the right to terminate this Agreement. In the event that this Agreement is terminated the Owner will be responsible for

the entire month's board, related expenses, and costs of collection, including, but not limited to reasonable attorneys' fees and costs.

**D. Animal Health Warranty:** The Owner hereby warrant and guarantee that each Animal to be Boarded at the commencement of the Boarding services are: (1) free from all transmissible diseases; (2) effectively wormed; (3) are current on all immunizations for tetanus, rabies, flu, rhinopneumonitis, eastern & western encephalomyelitis, and West Nile. Prior to Animal entering the Premises the Owner must provide Fox Hill the following up-to-date documents for each Animal Boarded:

- A current veterinarian health certificate;
- A current worming and immunization records; and
- A Negative Coggins Test.

**E. Fox Hill Rule, Policies, and Direction:** Owner agrees to, at all times, comply with any rules, policies, and directions set forth or given by Fox Hill, and ensure that all Non-Owners comply with the same. Owner further agrees to indemnify and Fox Hill harmless for any consequences of Owner's failure to comply with this provision.

**F. Fox Hill's Right to Refuse Boarding:** Fox Hill reserves the right to refuse to continue Boarding or access to the Premises, in its sole discretion, for any reason, including, but not limited to: the Animal's poor health or unsoundness; dangerous propensities, habits and/or vices which Fox Hill feels it is not equipped or able to accommodate; Owner's refusal to obey Fox Hill rules, policies, directions, or to cooperate with Fox Hill's reasonable requests regarding the management, welfare, and safety of Animal and/or people on Premises; or Owner's failure to pay Boarding fees and costs. In such an event, Fox Hill shall give Owner thirty (30) days' written notice of intent to discontinue Boarding, except in the case of nonpayment, and Owner shall remove the Animal from the Premises before the expiration of the 30 days' notice period. In the event that Boarding is discontinued due to nonpayment of Boarding Fees, Fox Hill shall keep the Animal in its possession until all fees are paid in full, including any additional Boarding fees and cost incurred after the 30 days' notice period has expired.

**G. Routine Ongoing Animal Care Requirement:** The boarded Animals(s) must participate in Fox Hills' worming, immunization and teeth floating programs, the cost of which shall be borne by Owner.

**H. Illness or Injury:** In the event that an Animal becomes sick or injured, Fox Hill will make reasonable attempts to contact Owner as soon as is possible. If the Owner is unavailable, does not promptly respond, or if the state of the Animal's health requires immediate action Owner hereby authorizes Fox Hill to retain the services of a veterinarian of its choice or to take any other steps Fox Hill deems necessary at Owner's expense. The Owner shall promptly pay or reimburse Fox Hill for all such expenses.

**I. Visitor Permission to Handle Animal:** No person, other than Fox Hill and the Owner, may remove, handle, Ride, or otherwise come into contact with any Animal without the prior written permission to do so signed by Owner and accepted by Fox Hill. Fox Hill has the right, in its sole discretion, to deny any person, contact with or access to an Animal or access to the Premises.

**J. Waiver and Release, Owner Insurance.** Owner and Rider warrant that it has inspected and accepts the Premises and accommodations and is satisfied that the condition of the Premises, facilities, and accommodations provide an adequate and reasonable level of safety and welfare of the Animal, Rider, and Owner. Owner and Rider agree to release, indemnify and hold Fox Hill harmless for, including but not

limited to, any and all liability, claims, demands, actions and causes of action, attorneys' fees and court costs, of any kind or nature whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by Owner, Rider, Non-Owner Guest, or the Animal, and to any property belonging to Owner, Rider, or Non-Owner Guest, however caused, in any way related to or arising out of Riding, Boarding, and related services or activities, or is caused by any other animal on the Premises.

Owner and/or Rider agrees to obtain and maintain a personal liability insurance on the boarded Animals upon terms and conditions that are acceptable to Fox Hill. Owner and/or Rider shall provide proof of such insurance to Fox Hill prior to the Boarding of the Animal, and will provide copies of such insurance policies upon request. Owner and/or Rider also agrees to at all times maintain adequate accident/medical insurance to cover Owner and Rider while on the Premises, and to insure against injury to or death of the Animal. Should medical treatment be required by the Owner and/or Rider, Owner and/or Rider agrees that Owner's or Rider's own accident/medical insurance company shall pay for all such incurred expenses. It is Owner's and/or Rider's express intent that the Release, indemnity, and hold harmless provisions contained in this Agreement shall be binding the members of Owner's and/or Rider's family and spouse, if any, if Owner/Rider is alive, and Owner's and/or Rider's heirs, assigns and personal representative, if Owner/Rider is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE Fox Hill.

Owner acknowledges and is fully aware of that there are inherent risks of equine activities, including, but not limited to the propensity of an animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. Additionally, Owner acknowledges that Owner has been asked by and have provided information to Fox Hill of Owner's ability to engage safely in equine activities and to determine Owner's ability to manage the Animal in which Owner may be engaged. Owner represents that Owner has no health-related reasons or problems that would preclude or restrict participation in the Boarding or Riding of the Animal. Owner understands and agrees that Fox Hill has permission to authorize emergency medical treatment for Owner if Owner is injured and appears to be unable to arrange for and authorize such treatment. Furthermore, Fox Hill assumes no responsibility for any loss, damage, injury or death that might arise out of or in connection with such authorized emergency medical treatment.

**K. Limit of Fox Hill Liability.** Fox Hill agrees to obtain and maintain liability insurance on its Premises and Boarding activities and services. In the event that Fox Hill is found or adjudged to be liable for any injuries, damages, and/or losses to the Animal, Owner agrees that the liability of Fox Hill, regardless of the cause or actual amount, shall be limited to no more than Twenty Thousand Dollars (\$20,000.00). Owner agrees and acknowledges that such a monetary limitation is reasonable.

**L. Inherent Risks and Nature.** Horseback riding and horse driving is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 to 5 feet, and the impact may result in injury to the rider. Horseback riding/horse driving is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much

larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will; shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger.

**M. Riding Helmet Warning:** All Riders, participants, and handlers are required at all times to wear protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, while riding or being near horses, and Owner understands that the wearing of such headgear at all times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death as the result of a fall and other occurrences.

**N. Rider Responsibility:** The Rider understands and agrees that: upon mounting a horse and taking up the reins the Rider is in primary control of the horse. The Rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The Rider shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only with the advice of their physician. Fox Hill advises pregnant women not to ride horses.

**O. Conditions of Nature:** Fox Hill is NOT responsible for acts of God, occurrences, or elements of nature that can scare an Animal, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

**P. Direct Loss to Personal Property Warning:** Owner is hereby warned that while on the Premises direct loss, damage, theft, or injury to Owner's Animal's tack, equipment and trailer is not covered by Fox Hill's insurance, and Fox Hill assumes no liability for loss or damages to such items. The actual owner of such items shall solely assume the risk of any and all losses or damages to such items.

**Q. Governing Law, Attorneys' Fees:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Lease, and all disputes arising hereunder without regard to any conflicts of laws principals. The parties hereby consent to the personal jurisdiction of the state courts of the State of Colorado, waive any argument that such forum is not convenient, and agree that any litigation relating to this Lease or the subject matter hereof shall be venued in either the 20th District Court in Boulder County, Colorado. In the event either party initiates legal proceedings or retains an attorney to enforce any right or obligation under this Lease or to obtain relief for the breach of any covenant hereof, the least prevailing party shall pay all of the most prevailing party's related costs and reasonable attorneys' fees, whether or not suit has been initiated.

**R. Lien Against Boarded Animal.** The Owner hereby grants a possessory lien against the Boarded Animal to Fox Hill for the value of all unpaid charges resulting from Boarding and rendering any other services to the Animal. Should such charges go unpaid, Fox Hill shall be entitled to exercise the right to enforce said lien according to the Laws of Colorado.

**S. Termination:** Except as otherwise provided herein, either party may terminate this Agreement by giving the other party 30 days written notice to terminate, with or without cause. Owner shall pay Fox Hill all amounts owing under this Agreement incurred during the duration of this Agreement, or incurred

thereafter as provided herein.

**U. Fox Hill Rules and Policies:** Fox Hill maintains a list of rules and policies (“Rules”) in order to maintain and preserve the quality of the facility for all users, which may be changed or modified at any time without notice. Owner agrees to at all times abide by the Rules and directions given by Fox Hill. Those who fail to comply with the Rules will be required to immediately leave the Premises.

**V. Execution in Counterparts:** This Settlement Agreement may be executed in counterparts, each of which shall have full force and effect upon execution by all parties to this Settlement Agreement. The parties agree to be bound by signatures on facsimile or electronic document.

**[Signatures on next Page]**

**WARNING:**  
**COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN 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.**

THIS IS A RELEASE OF LEGAL RIGHTS AND A LEGALLY BINDING DOCUMENT. READ BEFORE SIGNING AND OBTAIN INDEPENDENT LEGAL COUNSEL IF DESIRED. By my signature below I acknowledge that I have read and understand the foregoing and that all representations contained herein are true to the best of my knowledge.

I, the undersigned, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in Riding on Fox Hill's Premises, and that this Rider will ride his/her own horse or one borrowed or leased by Rider's own arrangement, today and on all future dates:

All Riders, Owners and Parents or Legal Guardians, or Authorized Agent for such parties, must sign below.

Name: \_\_\_\_\_ Parent/Legal Guardian of : \_\_\_\_\_, if  
under 18  
  
Name of Rider  
Birthdate of Rider, if under 18: \_\_\_\_\_  
\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Parent/Legal Guardian of : \_\_\_\_\_, if  
under 18  
  
Name of Rider  
Birthdate of Rider, if under 18: \_\_\_\_\_  
\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Parent/Legal Guardian of : \_\_\_\_\_, if  
under 18  
  
Name of Rider  
Birthdate of Rider, if under 18: \_\_\_\_\_  
\_\_\_\_\_  
Signature

**Accepted by Fox Hill Farms, LLC:**

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Animal Information:**

**Animal 1.** Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_  
ID # & type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Current  
Insurer: \_\_\_\_\_ Policy No. \_\_\_\_\_  
Insurer Emergency Phone No.: \_\_\_\_\_  
Describe any of the Animal's vices, unique habits, or other pertinent  
details: \_\_\_\_\_

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\_\_\_ Boarding Services Requested:

- Box Stall (including bedding and stall cleaning), or
- Outdoor Run (no stall or bedding)

**Animal 2.** Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_  
ID # & type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Current  
Insurer: \_\_\_\_\_ Policy No. \_\_\_\_\_  
Insurer Emergency Phone No.: \_\_\_\_\_  
Describe any of the Animal's vices, unique habits, or other pertinent  
details: \_\_\_\_\_

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\_\_\_ Boarding Services Requested:

- Box Stall (including bedding and stall cleaning), or
- Outdoor Run (no stall or bedding)

**Animal 3.** Name: \_\_\_\_\_ Barn Name: \_\_\_\_\_  
ID # & type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Current  
Insurer: \_\_\_\_\_ Policy No. \_\_\_\_\_  
Insurer Emergency Phone No.: \_\_\_\_\_  
Describe any of the Animal's vices, unique habits, or other pertinent details:  
\_\_\_\_\_

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\_\_\_ Boarding Services Requested:

- Box Stall (including bedding and stall cleaning), or
- Outdoor Run (no stall or bedding)

Check if there are additional Animals and fill out attachment at the end of this Agreement for each additional



Animals.

**Complete the following information:**

**Owner/Rider #1**

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Billing Address if different: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contacts:**

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**Owner/Rider # 2**

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Billing Address if different: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contacts:**

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**Owner/Rider # 3**

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Billing Address if different: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contacts:**

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ relationship: \_\_\_\_\_ Phone: \_\_\_\_\_