



**MONTHLY HORSE BOARDING AGREEMENT,
LIABILITY RELEASE
AND ASSUMPTION OF RISK AGREEMENT**

**This form must be completed by and for each participant.
Bluebird Equestrian LLC. at Rendezvous Ranch LLC.**

PREMISIES OWNERS NAME hereinafter known as “The Equestrian Center” or “BEC”
LOCATION OR ADDRESS 2420 county Road 186, Parker, Colorado 80138

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. DEFINITIONS** The term “BOARDER” shall refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The term “HORSE”, “EQUINE” and “ANIMAL” shall herein refer to all equine species, and also to the specific animals to which this agreement refers. The terms “BOARD” and “BOARDING” shall herein refer to the provisions for compensations of the daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. BOARDING services may include the provisions of designated horse riding and training arenas and open space, in which the BOARDER can ride and work with their horses at times specified by BEC. The term “RIDER” shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms “I”, “WE”, “ME”, or “MY” shall refer to the BOARDER(S) and the parents or legal guardians thereof if a minor.
- B. AGREEMENT PURPOSE** This agreement is entered into by BEC and _____ the BOARDER. The term of this agreement shall be month to month effective on _____ This agreement is subject to the compliance with all of the rules and policies of the Equestrian Center. The purpose of the agreement is to provide horse boarding and feeding facilities at BEC. The parties mutually agree to the following terms and conditions.
- C. BOARDER INFORMATION**
Boarders Name: _____
Boarders Address: _____
Street _____
City, State, Zip _____
Home phone: _____ Work Phone: _____
Mobil phone: _____
Email Address: _____
Emergency Contact and Phone: _____

D. HORSE TO BE BOARDED by BEC is hereby stated as follows:

Name of Horse _____ ID# _____ Age/year foaled _____
Breed _____ Height _____ Color _____ Mare or gelding _____
Markings: _____

Approximate Value \$ _____ Current Insurer _____ Pol. No. _____

Disclose Horse's Vices, Unique Habits:

Other Pertinent Information: _____

In Case of an Emergency: VET CONTACT (Name, Phone #). _____

E. BEC will provide:

(X) Boarding (full care) includes:

- Cleaning stalls and runs (daily - weather permitting)
- Fresh water
- Grass/light alfalfa mix (2-3 flex) twice daily – adjusted for grazing
- Turn out as agreed upon _____
- Arena use **Note: Jumping (requires a trainer being present)**
- Cross Country Riding and jumping (**NOTE jumping requires a trainer being present**)
- Trail riding as agreed upon

Extras – not included in full care – invoiced by BEC separately from boarding (SEE FEE SCHEDULE AND NOTE BOARDERS MUST SIGN UP FOR THESE SERVICES)

- Grooming and blanketing
- Graining
- Exercise/Conditioning
- Training/Schooling
- Riding Instruction
- General health/care items billed as used () salt block () supplements (either we purchase or you can) () regular worming () other _____ (SPECIFY).
- Wound care.
- Handling for Vet/Ferrier

F. TERMS OF BOARDING SERVICES I/WE AGREE THAT:

In consideration of the above, Boarder Agrees to Pay BEC monthly charges, paid in advance, of **\$455.00 per month per horse for full service, or \$350.00 per month for pasture boarding, due on or before the 10th day of each month or a late charge of \$25.00** will be added and compounded. BEC has the right to increase the monthly charges, after three months of boarding, by giving 30 days written notice, which shall be delivered by standard U.S. mail or email to Boarder. This agreement shall remain in effect on a month-to-month basis from the effective date unless terminated in writing by either party, with 10 days written notice. **Payments (checks) should be made out and mailed to:**

**John M. Ferguson
6379 S. Monaco Court
Centennial, Colorado 80111**

G. LEIN AGAINST BOARDED ANIMAL(S)

I/WE AGREE THAT the BOARDER hereby grants a possessor lien against the boarded animal(s) to BEC for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s). Should such charges go unpaid BEC shall be entitled to exercise the right to enforce said lien according to the laws of Colorado. BLUEBIRD EQUESTRIAN CENTER AT RENDEZVOUS RANCH RESEVES THE RIGHT TO TERMINATE AND VACATE THE BOARDER'S STALL. A GENERAL LIEN FOR UNPAID FEES EXISTS ON ALL BOARDED ANIMALS IN ACCORDANCE WITH THE LAWS OF COLORADO. THE EQUESTRIAN CENTER ALSO RESERVES THR RIGHT TO LOCK ANY STALL(S) TO FURTHER SECURE THE FINANCIAL OBLIGATION OF THE BOARDER

H. LATE CHARGE

BOARDER UNDERSTANDS THAT IF ANY PAYMENT IS NOT RECEIVED BY THE 10TH CALENDAR DAY OF THE MONTH, A LATE CHARGE OF **\$25.00** WILL BE ASSESSED FOR EACH CONTRACTED STALL. BOARDERS IN ARREARS MAY BE DENIED USE OF THE FACILITIES UNTIL ALL PAYMENTS ARE CURRENT.

I. FEE SCHEDULE CHANGES

I/WE AGREE THAT fee schedules may change at any time and should fees change, BEC shall give the boarder no less than 30 days written notice.

J. BOARDED HORSES HEALTH WARENTY

I/WE AGREE THAT each horse to be boarded shall enter the premises and be maintained free from transmissible diseases, and must be effectively wormed, and current on immunizations. New horses may be place in a quarantined area for up to 2 weeks.

K. BEC'S RIGHT TO TERMINATE

I/WE AGREE THAT BEC may terminate this agreement to board horse(s) for any reason(s) which may include but not be limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices which BEC is not equipped to handle; non payment of invoices; BOARDERS refusal to obey BEC'S rules or to cooperate with BEC on reasonable requests relative to the management, welfare and safety of the animals and people on the premises; and in the event of the discontinuation of boarding horses. Normally 30 days notice will be given, except where the health or safety of others is at risk. BEC reserves the right to immediately terminate this Agreement in the event that BEC determines that a horse or horse/rider combination is dangerous.

L. BOARDER'S RIGHT TO TERMINATE

I/WE AGREE THAT Upon 10 day's written notice to BEC the BOARDER may terminate this agreement for any reason. BEC shall be paid for all fees incurred up to the termination date and prior to the removal of the horse.

M. BOARDER AGREES TO RULES OF THE STABLE

I/WE AGREE THAT all rules and polices of BEC will be followed. Any violation of the published Facilities Rules and Policies will be administratively handled as per the published rules. BEC'S Rules and Policies are subject to change at any time and become effective once published on the Facilities Bulletin Board.

N. BOARDERS HORSE ILLNESS OR INJURY

I/WE AGREE THAT should the horse(s) become sick or injured, BEC shall attempt to notify the BOARDER immediately. If the BOARDER does not immediately inform BEC regarding measures to be taken, or if the state of the animal's health requires immediate action, BEC is authorized to request the services of a veterinarian and or blacksmith of its choice or to give any other attention that appears necessary. The BOARDER shall promptly pay all expenses for all services.

Veterinarian Name: _____ Phone # _____

O. BOARDER ACCEPTANCE OF RESPONSIBILITY

I/WE ACKNOWLEDGE THAT the BOARDER has inspected BEC'S premises and or has in some way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for BOARDER, BOARDERS Family, guests and visitors who enter the premises. BOARDER is responsible for any and all damages, injuries, loss of life caused by or to animal(s) while in the care, custody or control of the BOARDER, BOARDER'S family members, and invitee or other handler or agent appointed by them. This will be in effect whether the BOARDER is physically present or not.

P. VISITOR (GUEST RIDER) PERMISSION TO HANDLE HORSE(S)

I/WE AGREE THAT in the event someone other than the BOARDER (a "Guest Rider") has intent to call for the boarded horse with or without the supervision of the BOARDER, such parties shall have clear written permission or other agreed upon pre-arranged permission from the BOARDER(S) to remove, handle or ride the specific boarded horse(s). **BOARDER agrees that "Guest Rider" riding or handling their horse(s) will have a signed liability release on file with BEC management, will follow the "Stable Rules", will fill out a "Guest Rider Form" and post a \$20.00 monthly Facility Use and Liability Fee prior to riding the horse. This fee enables the guest rider use of the premises. The \$20.00 fee will be paid by the Guest Rider or billed at the end of the month to the Boarder.**

Q. ASSUMPTION OF RISKS

I/WE ACKNOWLEDGE THAT risks, conditions and dangers are inherent in (meaning an integral part of) horses / equine activities, regardless of all feasible safety measures which can be taken; and I/we agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity for a horse to behave in ways that may result in injury, harm, death, or loss to persons on or around the horse. The unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar objects, persons, or other animals. Hazards including but not limited to surface or subsurface conditions; a collision, encountering and/or confrontation with another equine, another animal, a person, or an object; the potential for an equine activity person or other persons, including but not limited to failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 not be limited to: stopping short, spinning around, changing direction, and or speed at will, shifting its weight, bucking, rearing, kicking, biting, and running from danger.

I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on BEC to list all possible risks.

R. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING I/WE ACKNOWLEDGE BEC is not responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare horses causing it to react in an unsafe way. Some examples are thunder, lightening, rain, wind, wild or domestic animals, insects, reptiles; and irregular footing on out-of door groomed or wild land.

I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on BEC to list all possible conditions.

S. PROTECTIVE HEAD GEAR

I/WE AGREE THAT I for myself and on behalf of my child/children and/or legal ward have been fully warned and advised by BEC that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 EQUESTRIAN HELMET, should be worn while riding and/or training and/or being near horses. I am not relying on BEC and/or its associates to provide a certified helmet for me or to check my headgear/helmet or strap that I might wear or to monitor my compliance with this strong suggestion at any time now or in the future.

**THIS MONTHLY HORSE BOARDING AGREEMENT, LIABILITY
RELEASE AND ASSUMPTION OF RISK AGREEMENT IS SUBJECT TO
THE LAWS OF THE State of Colorado.**

All Boarders and Parents or Legal Guardians must sign below after reading and completing this entire document.

I/WE THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ UNDERSTAND and agree to THIS (HORSE BOARDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT). I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE ARE GIVING UP RIGHTS TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF GOOD MIND.

PRINT NAME OF BOARDER _____

SIGNATURE OF BOARDER _____

DATE _____

PRINT NAME PARENT OR LEGAL GUARDIAN _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN _____

DATE _____

Other Authorized Names / Access _____

Authorized Names are the names of family members or relatives you will allow access to your horse and the type of access

Boarding Agreement Approved by _____

Date _____