EQUINE BOARDING AGREEMENT

HIGH PLAINS EQUESTRIAN

The Equine Boarding Agreement (the "Agreement") is being entered into by High Plains Equestrian ("Stable") and:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

("Boarder") as of _____ ["Effective Date"]

1. TERM: The term of this agreement shall be for _____ [6 or 12] months commencing on the date set forth above, and

2. IDENTIFICATION OF HORSE: Boarder's horse to be housed by High Plains Equestrian ("Horse or Horses"):

Registered name / Barn Name: _____

Breed: _____

Sex: _____ Age: _____

3. OWNERSHIP OF/AUTHORITY OVER HORSE: Boarder represents and warrants that they are the owner of record of Horse, or that they have express authority of the owner of record to enter into this Agreement and to house Horse with High Plains Equestrian. If Boarder is not the owner of record of Horse, Boarder nonetheless agrees to be fully bound by the terms of this agreement and liable for all sums hereunder. b. Identification of owner of record if different than Boarder: if Boarder is not the owner of record of Horse, the owner of record is:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Boarder Initials _____

Phone: _____ Email:_____

4. BOARDING FEE:

Rates:

Single Stall Covered Outdoors: $125.00
Single Stall Indoors: $150.00
Paddock: $115 per horse (3 horse minimum)
Horse trailer/vehicle parking: $25.00 per month/per trailer or vehicle
Arena use: $20.00 per horse/per day. Everyone using or in the Arena must sign an Agreement for Release of Liability form before riding.

a. **Board fees are due on the first day of each month.**
b. Late payments will incur $10 per day starting on the **6**th of each month.
c. There will be a $50 charge for returned checks.
d. Invoices will be sent out on the 20th of each month via email. Payment options will be listed on each invoice.

Boarder agrees pay the following monthly boarding fees in conformity with this agreement:

STALL / TYPE: _____

STALL FEE (per horse): _____

TRAILER PARKING FEE: _____

5. DEPOSIT: A refundable deposit of one month's rent, equal to the total services selected above, is required at the commencement of this Agreement. Unpaid Board or Late Fees, damages to High Plains Equestrian, its facilities and equipment, veterinary charges, paddock or stall cleaning, and any other unreimbursed expense incurred by High Plains Equestrian for Boarder's or Horse's benefit (other than Boarding as covered by this Agreement) shall be deducted from the deposit. If Boarder chooses to remove their horse prior to giving full and proper notice of cancellation, or leaves an uncleaned paddock or stall, no deposit will be refunded.

Boarder Initials _____

6. HIGH PLAINS EQUESTRIAN SERVICES: Stable agrees to provide a covered stall for inside boarded horses, outside stalls, or paddocks with shelters for outside boarded horses. Stalls and paddocks will be assigned according to the boarding option selected. Stalls will be cleaned regularly by the Boarder.

7. HORSE'S PHYSICAL CONDITION/SPECIAL CARE: Except as specified in this section, to Boarder's knowledge, Horse is currently sound, disease-free, has a current negative Coggins test (annual proof must be provided), in good condition, and not in need of any special care. Exceptions:

_____

_____

_____

8. HORSE'S BEHAVIOR: Boarder states that the Horse exhibits the following behavioral traits:

_____

_____

_____

9. HOURS OF VISITATION/ACCESS TO HORSE: Boarder, their veterinarian, farrier, trainer, and designated guests shall have access to Stable and Horse on the following schedule: 6AM to 10PM. Other times will be at the approval of High Plains Equestrian.

10. MANURE REMOVAL: Each boarder will be responsible for cleaning their pen or stall 3x per week. Wheelbarrows and forks will be provided inside the barn. Manure should be placed in one of the two designated dumping areas; in front of the outdoor arena or to the north of the west pens.

11. VETERINARY CARE: Boarder agrees and understands that it is the Boarder's responsibility to provide their horse with proper veterinary care and veterinary services. Boarder understands that if Boarder's horse is or appears sick or injured, the stable will first try to contact the Boarder. If Boarder is unavailable, or Horse has an emergency as deemed by the Stable, Boarder gives Stable permission to call Boarder's veterinarian, identified as:

Dr. _____ Phone: _____
If the Boarder's veterinarian is unavailable, Boarder authorizes Stable to call its veterinarian, and that Boarder will be fully responsible for all veterinarian charges incurred. Boarder also agrees that Boarder will keep Horse current on all customary worming and vaccinations, including but not limited to West Nile, Strangles, Potomac Fever, and any and all other worming or vaccinations as may be prevailing or customary in Stables locale.

12. FARRIER CARE: Boarder agrees and understands that it is Boarder's responsibility to provide Horse with proper hoof care and farrier services. Boarder's farrier is: Name: _____Phone: _____
Boarder's farrier shall have access to Stable and Horse during Hours of Visitation. If Boarder's farrier is unavailable and Boarder's Horse is in need of farrier services, Boarder authorizes Stable to call its farrier, and that Boarder will be fully responsible for all farrier charges incurred.

13. PROHIBITED ACTIVITIES: As to any Horse at the Stable that is not their own Horse, neither Boarder nor their guests or agents shall feed or release a Horse from a stall or confined area into a larger pasture, paddock, or field, allowing freedom of movement, grazing, and social interaction. No Boarder, nor their guests or agents, shall walk, work, ride, saddle, injure, whip, harass, or otherwise use or interact with any other horse at Stable without permission of Stable or that horse's owner.

14. AUTHORIZED USERS: Stable has discretion when and under what circumstances to allow Boarder's designated Users to have access to Horse and Stable's facilities. Boarder shall designate all users in writing to High Plains Equestrian and must include: Name, Street address, City, State, Zip code, Phone, Sex, Age, E-mail, Level of experience with horses in general.

15. SAFETY AND RELEASE FROM LIABILITY: BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT HIGH PLAINS EQUESTRIAN, INCLUDING INJURY, DEATH, OR

Boarder Initials _____

PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF HIGH PLAINS EQUESTRIAN. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

a. Horses are Inherently Dangerous: I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that High Plains Equestrian cannot control the horses it boards, and that I shall release and hold harmless High Plains Equestrian from any injury arising out of or related to equine activities at Stable's facilities. Initial: _____

b. I am Responsible for my own Conduct and That of my Horse: I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on the Stable's property and or presence. Initial:_____

c. RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK: I take full responsibility for myself, my family members, and for any guest that I may bring onto the property and will not hold High Plains Equestrian, it's owners, agents, or employees responsible for accident or injury to myself, my family members, my guest, or my agents. Initial: _____

d. Death or Injury to Horse: High Plains Equestrian, its owners, trainers, agents, or employees will not be held responsible for injury or death to Horse absent active negligence on their part. Initial: _____

e. HOLD HARMLESS, DEFEND AND INDEMNIFY: Boarder agrees to defend, indemnify, save and hold harmless High Plains Equestrian and its principals, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarder's use of Stable, presence at Stable's facilities, Horse's conduct, Boarder's use or access to Horse, or

Boarder's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. Initial: _____

f. Costs, Attorneys' Fees, and Expense: In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Boarder, or their quest or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, canceled lessons, and all other disbursements. Initial: _____

g. I understand that the Wyoming Recreation Safety Act (W.S. 1-1-121 through 1-1-123) establishes that individuals participating in horse riding and other equine activities assume the inherent risks of the sport. Providers are not liable for injury or death resulting from these inherent dangers to myself, my family members, my guest, or my agents. Initial:_____

16. STABLE'S REMEDIES: If Boarder breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Boarder and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative boarding for Horse if Boarder fails to do so. Boarder agrees they will be fully responsible for all alternative boarding charges so incurred.

17. EQUIPMENT/TRAILER STORAGE: Anything to the contrary notwithstanding, Owner shall have, without claim against LLC, all risk of loss respecting the Property stored on the Premises, irrespective of the cause of said loss. Owner assumes all risk associated with the ownership of the Property which is stored on the Premises in accordance with this Agreement. Owner does hereby waive any right that Owner might possess to bring action

or claim against LLC for loss or damage to the Property stored on the Premises and further waives right of subrogation respecting any insurer that might be insuring said Property to the extent that said waiver does not mitigate Owner's indemnity coverage. Owner hereby releases LLC and the building owner, for any and all liability, claims for loss and/or damage to the Property and for any claim for personal injury. Owner agrees to indemnify, defend and hold harmless LLC and premises owner, their agents, employees, successors and assigns, from any and all claims which may arise as a result of Owner's use of the Premises. Owner acknowledges that trailer/vehicle parking is available at a rate of $25.00 per month per trailer, as set forth in the current pricing schedule. Owner agrees that any trailer or vehicle left by the Boarder or their guests may be towed at the Boarder's expense and shall be abandoned property if the trailer or vehicle left by the Boarder or their guests is not claimed within 60 days.

18. AMENDMENTS AND MODIFICATIONS: The parties may amend this agreement only by a written agreement executed by all parties.

19. NOTICE:

Notice to Stable: All notices must be in writing and delivered to High Plains Equestrian Center at the following address, in a manner which provides proof of delivery:

High Plains Equestrian Center

790 Huron St

Laramie, WY 82070

Notice to Boarder: All notices must be in writing and delivered to Boarder's address listed above in this agreement, in a manner which provides proof of delivery.

20. ASSIGNMENT OR TRANSFER: No party may assign or transfer this Agreement without the prior written consent of the other parties.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement among the parties. Any modifications or additions must be in

Boarder Initials _____

writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

22. COMPREHENSION: Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing if so desired, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

23. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of Wyoming. Venue for resolution of disputes shall be proper in Laramie, Albany County, Wyoming.

BOARDER:

SIGNED: _____ Date_____

PRINTED NAME: _____

HIGH PLAINS EQUESTRIAN:

SIGNED: _____ Date_____

PRINTED NAME: _____

Contact Information for High Plains Equestrian:

Name: _____

Phone: _____

Name: _____

Phone: _____