

Hunter's Ridge Equestrian Center at J&S Ranch
8200 Smith Rd.
Ooltewah, TN 37363
423.238.9388

Horse Boarding and Liability Release

Manager/Trainer: Sarah Simpson

Please read carefully before signing. MANAGER does not guarantee your safety or that of your horses. It is hereby agreed to as follows:

Warning: Under Tennessee 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 Tennessee Code Annotated, title 44, chapter 20.

A. DEFINITIONS - The term "MANAGER" shall herein refer to any of Hunter's Ridge Equestrian Center's trainers, manager, owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, and others acting on Hunter's Ridge's behalf. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be trained under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and also to the specific animal or animals to which this agreement refers. The term "HORSEBACK RIDING" shall herein refer to riding or otherwise handling of horses, whether from the ground or mounted. The term "RIDER" shall herein refer to the OWNER and the parents or legal guardians thereof if a minor. The term "CONTROL" shall herein refer to any and all actions being done to the ANIMAL(S) be it tied, untied, confined, or unconfined.

B. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED

1. Barn Name of Horse _____ Age _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

2. Barn Name of Horse _____ Age _____
Registered Name _____
Breed _____ Color _____ Sex _____
Current Insurer _____ Policy # _____
Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

C. FEE SCHEDULE FOR BOARDING SERVICES - MANAGER shall provide OWNER with a fee schedule for services in advance of the signing of this agreement, which shall become part of this agreement. See section V. for information on changes.

_____ HORSE TRAINING – Training time varies from day to day depending on the horse’s learning curve, temperament, and athletic ability. The horse will be exposed to ground work and time under saddle with a rider if it is physically safe for the horse to do so. Other activities the horse may be exposed to are picking up feet, clipping, desensitizing, washing, trailer loading and other activities that are a part of a typical life interacting with humans.(\$800 month)

___X___ FULL BOARD = \$600 arena boarding, \$575 shed row stall, \$850 Big barn per month, per animal.
Shall include:

___X___ 2 GRAIN FEEDINGS PER DAY
___X___ FREE ACCESS TO WATER
___X___ AT LEAST 1 HAY FEEDINGS PER DAY (averaging 10-20 lbs per day)

_____ horse requires more than 20 lbs of hay per day. \$30 additional charge per month per 5 lb/day increments. (if horse can not maintain a healthy weight with no more than 20 lbs of hay a day then this option becomes mandatory)

___X___ BARN SHELTER AND/OR RUN IN SHED

___X___ GROUP SETTING

_____ INDIVIDUAL RUN (\$75 additional cost per month if horse is a mare or gelding. If horse is a stallion this option is required at least for the first month and the additional cost is \$90)

_____ DOCTORING FOR MEDICAL CARE (*) (** = \$5) per occurrence if only applying spray, salve, injection, or oral medication. \$10 per occurrence if care includes bandage change. (If physical therapy is required then \$10 per 15 minutes of MANAGER’s time.)

_____ GROOMING/ FACIAL CLIPPING (*), (*** = \$25) per occurrence per animal - describe **brushing and hoof cleaning: to produce a show ring appearance, minus braiding. Hoof oil will be applied.**

_____ HANDLING FOR VET/FARRIER/DENTIST (*) (** = \$20 plus \$0.75per minute beyond 40 minutes if only a hoof trim is being performed. \$0.75 per minute beyond 60 minutes for other services. Timing starts when professional to perform the service and horse are together)

_____ EXERCISE/CONDITIONING (*) (*** = \$35 per session)

_____ **Initials, OWNER**

D. PAYMENT OF INVOICES - Invoices are payable with cash , or check, upon receipt or agreed upon date. A fee of \$25.00 will be applied for each returned check and checks will no longer be accepted as a form of payment. Upon completion of this agreement, the remainder of any and all expenses shall be due and payable immediately and the animal will not be released from MANAGER’s possession until all expenses are paid in full in cash or other type of secure funds. Personal check will only be accepted if the balance is paid off more than 10 days before the animal leaves MANAGER’s possession.

In the event a payment in full is overdue by 14 days, a \$5.00 per day late fee per horse starting on the 15th day will be charged up to a maximum of \$150 per horse per month. In the event a payment is overdue by 90 days, MANAGER shall be entitled to a lien against the horse and/or equipment stored upon MANAGER’s premises in the

full amount due. Enforcement of said lien shall be at the discretion of MANAGER who may sell the horse and/or equipment for amounts outstanding in accordance to the appropriate laws of the State.

E. TRAINING OF HORSE *If horse is at Hunter's Ridge to be trained* - The TRAINER shall train horse and perform all services in accordance with generally accepted professional standards. The TRAINER will exercise reasonable care for the protection of the horses and shall educate and train the horses and OWNERS to the best of his/her ability. TRAINER **guarantees** that the OWNER will see an improvement in the OWNER'S horse's attitude, skills, and responsiveness to cues each month the horse is in training with Andersen Acres pending the OWNER participates at least once every 2 weeks in learning what the horse is learning and uses tools that the TRAINER recommends. If the OWNER is not satisfied, then the OWNER has the right to a refund of the last month's worth of training and will be charged for boarding of the horse instead along with fees for services rendered. The request for the refund must occur at the time of completion of the month of training and in writing. The refund will be in the form of a check and given to the OWNER in a timely manner. Other than the guarantee stated above the TRAINER cannot and does not guarantee the effect of the training program or that any particular results will be achieved, since this depends a great deal on the individual physical and mental ability of each horse. TRAINER shall provide suitable facilities and care for horse in an adequate manner with feed being determined by the TRAINER. The TRAINER has complete control over the manner of training and shall take all precautions for the proper performance thereof.

F. SALE OR DEATH OF HORSE *If horse is in training* - It is hereby agreed that in the event of the sale of the horse, or the death of the horse, or if the horse becomes unfit to train, TRAINER has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days; or, in the alternative, terminating this agreement upon payment of all expenses and fees. Fees will be calculated on a pro rata basis per a 30 day time period.

G. HORSE HEALTH WARRANTY - Each horse shall enter Hunter's Ridge Equestrian Center's premises free from transmissible diseases, and must be effectively wormed, and current on immunizations for this area at least 7 days prior to arriving at the training facility. MANAGER will make an effort to keep each horse in good health but cannot guarantee each horse's health. OWNER must present the following up-to-date documents to MANAGER prior to the entry of horse onto Hunter's Ridge Equestrian Center's premises:

Worming and Immunization Record. Negative Coggins Test

The following is required: Vaccination against Strangles and Veterinarian Health Certificate if coming from out of state.

_____ **Initials, OWNER**

H. MANAGER'S RIGHT TO REFUSE SERVICES - MANAGER reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: animal's poor health or unsoundness; dangerous propensities, habits and/or vices; and/or non-trainable condition which MANAGER may not be equipped or capable to handle; OWNERS refusal to obey stable rules or to cooperate with MANAGER on reasonable requests relative to the management, training, welfare and safety of animals and people on premises; and, also in such event MANAGER shall give OWNER **7 (SEVEN)** days written notice to remove horses from premises. After all fees have been paid in full this agreement is concluded. Failure to pay board and other fees as due shall also entitle MANAGER to act upon Clause P.

I. ROUTINE HORSE CARE REQUIREMENT - Horses boarding at Hunter's Ridge must participate in MANAGER's worming, immunization, hoof trimming/shoeing, and dental programs, the cost of which shall be borne by OWNER. All expenses for the horse by other professionals (ie: veterinarians, farriers, dentist, trainers, etc) is the responsibility of the OWNER and the OWNER shall pay that professional for their service according to their billing practice. The OWNER shall schedule their own appointments with the professional for their horse if a service is to be provided outside of MANAGER's scheduled times for such a professional service.

J. EMERGENCY CARE - MANAGER agrees to attempt to contact OWNER should MANAGER determine veterinary treatment is needed for said horse(s), but, if MANAGER is unable to contact OWNER, MANAGER is then authorized to secure emergency veterinary, and farrier care required for the health and well-being of said horse(s). All costs of such care incurred shall be paid by OWNER within fifteen (15) days from the date OWNER receives notice thereof, or MANAGER is authorized, as OWNER's agent, to arrange direct billing to OWNER.

MANAGER shall assume that OWNER desires surgical care if recommended by a veterinarian in the event of colic, or other life threatening illness, unless MANAGER is instructed herein by OWNER or on OWNER's Information Sheets, that the horse(s) is/are not surgical candidates.

OWNER agrees to notify MANAGER of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact OWNER in the event of an emergency. In the event OWNER departs for vacation or is otherwise unavailable, prior to departure OWNER shall notify MANAGER as to what party is authorized to make decisions in the OWNER's place with regard to the health, well-being, and/or medical treatment of the horse(s).

K. INHERENT RISKS AND ASSUMPTION OF RISK - The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting its weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to ANIMAL itself or to other animals around them; the unpredictability of equine'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; the limited availability of emergency medical care; and 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 such participant's ability.

L. RISK OF LOSS AND STANDARD OF CARE - During the time that the animal(s) is/are in custody of MANAGER, MANAGER shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said animal(s), except in the event of willful negligence on the part of MANAGER, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the OWNER, may receive on Hunter's Ridge premises.

The OWNER fully understands that MANAGER does not carry any insurance on any animals not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the animal(s) in the possession of, and on the premises of MANAGER are to be borne by the OWNER.

The standard of care applicable to MANAGER is that of ordinary care of a prudent animal owner and not as a compensated bailee. In no event shall MANAGER be held liable to OWNER for equine death or injury in an amount in excess of One Thousand Dollars (\$1000) per animal. OWNER agrees to obtain equine insurance for any animals valued in excess of Five Thousand Dollars (\$5,000), at OWNER's expense, or forego any claim for amounts in excess of One Thousand Dollars (\$1,000). OWNER agrees to disclose this entire agreement to OWNER's insurance company and provide MANAGER with the company's name, address and policy number. Failure to disclose insurance information shall be at OWNER's risk.

M. DIRECT LOSS TO PERSONAL PROPERTY WARNING - OWNER is hereby warned that direct loss or damage, theft, injury or disappearance of OWNER's horses, tack, equipment or other property is not covered by MANAGER's insurance and MANAGER shall not be liable for the OWNER's horses, tack, equipment or other property.

_____ **Intials, OWNER**

N. OWNER ACCEPTANCE OF RESPONSIBILITY - During the time that the horse(s) are being boarded, the horse(s) shall be in the custody of the MANAGER. OWNER has inspected the MANAGER's premises and/or has in some other way satisfied himself that the conditions of the premises and the facilities will provide an adequate and reasonable level of safety for OWNER's horse(s). OWNER further understands that the training of a horse involves the placing of above normal stresses on the horse both physically and mentally and that the MANAGER is in no way responsible for the results of the reasonable levels of stress which could potentially cause injury, illness and/or loss of horse(s) by death. OWNER further agrees to be responsible for any and all damages, injuries, loss of life caused by or to the ANIMALS while in the CONTROL of the OWNER, OWNER's family members, invitees or other handlers or agents appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to the MANAGER by OWNER. OWNER is also responsible for accidents, injuries, and loss of life sustained by OWNER, OWNER's family members, invitees and agents caused by or in relation to the OWNER's horse(s).

O. RELEASE OF LIABILITY - In consideration of MANAGER undertaking the care and incidental services under the terms set forth herein. I, the undersigned OWNER, do agree to hold harmless and release the MANAGER, MANAGER's owners, agents, employees, officers, directors, representatives, assigns, members, premises owners, affiliated organizations, and Insurers, and others acting on MANAGER's behalf, (hereinafter, collectively referred to as "Associates"), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to MANAGER's and/or MANAGER's ASSOCIATES ordinary negligence; and I do further agree that except in the event of the MANAGER's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the MANAGER and MANAGER's ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the animals, and/or by me and/or my minor child or legal ward, in relation to the premises and operations of the MANAGER.

P. RIGHT OF LIEN - The OWNER is given notice that MANAGER has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) and other property until the amount of said indebtedness is discharged. However, MANAGER will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event MANAGER exercises MANAGER's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by MANAGER's representatives setting forth the material facts of the default and foreclosure as well as MANAGER's compliance with foreclosure procedures as required by law. In the event collection of this account is turned over to an attorney, OWNER agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$1000.00 will be assessed.

Q. OWNER RIGHT OF TERMINATION - Upon **7 (seven)** days written notice to the MANAGER and after a minimum boarding period of **one month**, the OWNER may terminate this agreement for any reason. If OWNER is unable to give **7 (seven)** days written notice, **7 (seven)** days of fees will still be applied. MANAGER shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this agreement is concluded.

R. LIMITATION OF ACTIONS. Any action or claim brought by OWNER against MANAGER for breach of this Contract or for loss due to negligence must be brought within 6 months of the date such claim or loss occurs.

S. ADDITIONAL AGREEMENTS - Additional agreements should be listed here, and be individually initialed by each party.

If no additional agreements, check here: _____

T. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the MANGER and the OWNER and OWNER's parents or legal guardians, should OWNER be a minor, when signed by both parties. This agreement is entered into in the state and county of domicile of the MANAGER and will be interpreted and enforced under the laws of THIS STATE. Any disputes by the OWNER shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrases or word is in conflict with State Law then that single part is null and void and the other portions hereof shall be deemed in full force and effect.

U. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time. It is the responsibility of the OWNER to review the current agreements, contracts, and request a written copy from the MANAGER at the end of each monthly service if the OWNER is to continue using MANAGER's services. If the OWNER is only using an hourly service that the MANAGER provides then MANAGER shall notify OWNER prior to conducting the service.

V. ENTIRE AGREEMENT - This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of MANAGER's stable, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT. IF THERE ARE SECTIONS IN THIS AGREEMENT WHERE AN OWNER IS SUPPOSED TO CHOOSE AN OPTION AND IT IS NOT CHECKED THEN IT IS ASSUMED THAT THE MOST EXPENSIVE OPTION IS DESIRED.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1 _____ DATE: _____

SIGNATURE OF OWNER #2 _____ DATE: _____

OWNER's NAME(S) _____

OWNER's DAYTIME PHONE _____

OWNER's ADDRESS _____

OWNER's EVENING PHONE _____

OWNER's CELL PHONE _____

OWNER's EMAIL _____

Please list name, address and phone number of Veterinarian, Farrier, and other important people I can contact for information regarding your horse.

Tack and equipment inventory that is stored on the premises of TRAINER. Attach additional paper if needed:

_____ **Initials, OWNER**