

Agreement for Equine Boarding

Sarah E. Leach & William O. Autry

d.b.a. *Chez Chevaux Farm*

20170 Whitmer Road

South Bend, IN 46614-4815

Tel: 574/231.9196

Email: billoa@chezchevaux.com or seleach@chezchevaux.com

This agreement is made and entered into by and between _____, (Boarder/Owner of Horse), hereinafter designated "Horse Owner", and *Chez Chevaux Farm*, hereinafter designated as the "Farm". This agreement covers the horse(s) described as follows:

	Horse #1	Horse #2
Name		
Sex		
Breed		
Color		
Age		
Registration #		

***Chez Chevaux Farm* agrees that**

- 1) It will provide each horse with paddock board/shed access and pasture turnout, and will feed (grain & hay), water, and care for each horse in a good and responsible manner. Each horse will also have a stall in the barn to be used only in case of injury and at the sole discretion of the Farm during periods of severe inclement winter weather.
- 2) It will provide a securable space for tack and equipment and a lighted arena with suitable footing for year-round indoor riding. A Horse Owner's trailer may also be parked in designated areas. The Farm assumes no liability for tack, equipment, and horse trailers stored on the premises.
- 3) Paste de-wormers will be administered at approximately 8-week intervals to all horses on the Farm at no additional cost to Horse Owners. Additional nutritional supplements and medications may be administered to horses when Horse Owners provide them.
- 4) The boarding fee will **not** be raised without 30 days written notice. In the case of Owners with more than one horse at the Farm, a 10% discount will be applied to the boarding fees for the 2nd, 3rd, etc. horses.

The Horse Owner agrees that

- 1) Boarding fee of \$225.00 per month per horse will be due on the first of each month. Checks should be made payable to "Sarah E. Leach", "William O. Autry", or "*Chez Chevaux Farm*." In the event of non-payment and after written notification to the Horse Owner, the Farm shall be entitled to a general lien against the boarded horse(s) for the boarding fees and shall be entitled to enforce said lien according to the laws of the state of Indiana. Horse(s) may not leave the premises while such a lien is in effect. Additional charges of \$15.00/day, plus the actual cost of bedding, will be incurred if a horse must be stalled for injuries. There will be no additional charges when horses are stalled for inclement weather at the Farm's discretion.
- 2) Current negative "Coggins" test results for Equine Infectious Anemia are required for each horse before the horse arrives at the Farm.
- 3) Horse(s) will be on a regular preventative health care program, including vaccinations twice a year in the spring and fall, and will receive appropriate farrier care.
- 4) Horse Owners, and/or any one else the Horse Owner allows to ride their horse(s), has a signed "Waiver of Liability and Assumption of Risk" on file with the Farm.
- 5) Horse Owners and their guests shall conduct themselves in a manner which respects the person and property of others, the safety of all persons and horses, and exercise good judgment in all activities undertaken at the Farm.

Horse Owner and *Chez Chevaux Farm* mutually agree that

- 1) Newly-arrived horse(s) shall be on probation for a period of 30 days in order to determine whether or not the horse(s) is/are compatible with the care arrangements at the Farm. As soon as such a determination has been made,

the Horse Owner will be notified. If the horse(s) is/are to be removed, the Farm and Horse Owner will arrange for such action as soon as possible.

- 2) In the event the horse(s) shall require the services of a veterinarian, the Farm will immediately contact Horse Owner. In the event the Horse Owner cannot be reached in an emergency, the Farm is hereby authorized, as the agent for Horse Owner, (a) to call the veterinarian of the Horse Owner's choice (see **Emergency Care** section below), and should that vet be unavailable, (b) to call any other licensed vet of the Farm's choice. All fees charged by the responding vet shall be the sole and exclusive responsibility of the Horse Owner, with no liability whatsoever on the part of the Farm. If the Horse Owner wishes to set limits on the type of emergency care that can be administered, it is the Horse Owner's responsibility to inform the Farm in writing of such wishes and limits in the *Limitations* section of **Emergency Care** (below).
- 3) The Farm and/or the Horse Owner, each have the right to cancel this agreement with 30 days written notice to the other party. In the event of such a cancellation, removal of horse(s) will be mutually arranged and agreed upon as soon as possible.
- 4) This document and the "Waiver of Liability and Assumption of Risk" constitute the entire agreement between the undersigned parties and no oral representations or agreements supersede the terms specified in this written agreement.

Emergency Care

In the event of an emergency, if the Horse Owner cannot be contacted, the Farm is authorized to contact the following veterinarians selected by the Horse Owner:

First Choice _____

Second Choice _____

Third Choice _____

If none of the above listed veterinarians is available, the Farm, acting as an agent of the Horse Owner, is authorized to contact an alternate veterinarian.

Limitations to Emergency Care

In the event of an emergency where I cannot be reached, I, the undersigned Horse Owner would like to impose the following guidelines (limits, if any, to type and cost of care and emergency procedures):

- 1) Do everything possible to save the life of the horse, no matter what the cost or time involved. **Yes** **No**
Comment:

- 2) Do everything possible to administer aid to the horse, *e.g.*, broken leg, but immediate loss of life not eminent.
Yes **No** **Comment:**

- 3) Leave the choice to the attending vet as to whether it is feasible to use drastic care measures or euthanize the horse. Please indicate if you wish a second opinion. **Yes** **No** **Comment:**

- 4) Is there a dollar (\$) limit that you do not wish to exceed in emergency care? *E.g.*, the vet states that leg is broken and *may* be saved, or that the horse has colic and *may* be saved by surgery at the farm or hospital, but the initial

cost will be \$XXXX and continued care cost is unknown. Remember that even if there are complications during emergency care and costs exceed this amount, you are responsible as the Horse Owner. **Amount \$** _____
Comment:

5) If the horse needs to be transported to a veterinary hospital, whom do we contact to move the horse?

6) Is the horse covered by insurance? If so, what is the name of the company and the telephone contact number for the company?

7) **Additional Guidelines and Comments:**

Signatures & Contact Information

_____ Horse Owner _____ date

Address _____

Telephones _____ (home) _____ (work)

_____ (cellular) _____ (other)

Email _____

_____ *Chez Chevaux Farm* _____ date

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Chez Chevaux Farm, 20170 Whitmer Road, Centre Township, St. Joseph County, South Bend, Indiana 46614-4815

I, the undersigned, wish to ride horses. I understand that riding horses involves accepting certain risks. Those risks include, but are not limited to, the risk of injury resulting from falling from a horse, being stepped on or kicked by a horse, from a horse running into fences, trees, or buildings, and injuries resulting from tripping or falling over obstacles in the riding areas. In addition, I understand that the injuries sustained from riding horses could be serious or could even result in death.

Despite this and other risks, and fully understanding such risks, I wish to ride horses. I hereby assume all the risks of riding horses. I also hereby hold harmless the horse owner, if not my own horse, and the owners of *Chez Chevaux Farm*, and agree to defend them against any claims or actions resulting from my riding horses, including all expenses and attorney fees. I hereby release *Chez Chevaux Farm*, owners Sarah E. Leach and William O. Autry, Jr., and other horse owners with animals stabled there from any and all liability, and I understand that this release shall be binding upon my estate and all my representatives.

I further acknowledge and understand that any horse activity, including, but not limited to, feeding, grooming, handling, even being in close proximity to horses, carries a certain amount of risk. I fully accept this risk for myself and any guests with me. I release *Chez Chevaux Farm*, its owners, and/or other horse owners with animals stabled there from any and all liability for any injury or death that may occur from such horse activities while on the premises and indemnify and hold *Chez Chevaux Farm*, its owners, and/or other horse owners with animals stabled there harmless against any such liabilities, such indemnification to include attorney fees.

I hereby certify to *Chez Chevaux Farm*, its owners, and other horse owners with animals stabled there that I am in good health and do not suffer from any physical limitation that could be aggravated by riding horses.

This release applies to the owners of horses on the premises of *Chez Chevaux Farm*, to the owners of *Chez Chevaux Farm*, to owners of any equipment on the premises of *Chez Chevaux Farm*, and to any of their heirs, successors, and assignees.

I agree to ask the owners of *Chez Chevaux Farm* for clarification of any rule or safety procedures, for further instruction as regards anything that I do not understand about the equipment and the animals, or as regards anything else that may affect the safety of, or riding of, horses on the premises. I also acknowledge that the owners of *Chez Chevaux Farm* **strongly recommend** the use of relevant equine safety gear, such as helmets, but do not specifically require its use. As such, I accept full responsibility for any and all injuries whether or not I choose to accept this recommendation.

I have fully read this Waiver of Liability and Assumption of Risk carefully and understand that by signing below I am agreeing, on behalf of myself, my estate, my heirs, representatives and assigns not to sue *Chez Chevaux Farm*, its owners Sarah E. Leach and William O. Autry, Jr., and/or horse owners with animals stabled there, or to hold him/her/them liable for any injury, including death, from riding horses. I understand the terms of this waiver of liability and assumption of risk, and I intend to be fully bound by this agreement.

Warning

Under Indiana law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

By virtue of my signature, I acknowledge and agree to all terms and conditions set forth on this form and further acknowledge that I have carefully read this agreement and understand what I am signing.

Signature _____ Date _____

Date of birth (if < 18 years of age) _____

Parent(s) or Guardian of Minor Applicant

As the parent(s) or Guardian of the applicant, We/I hereby certify that this applicant (child) is less than 18 years of age. We are/I am aware of the risks incurred in riding horses and the other horse activities described in the waiver and have discussed them with our/my child. We/I have discussed the rules and safety procedures with our/my child and are/am satisfied that s/he understands them. **We/I understand that by signing below we are/I am agreeing, along with our/my child, on behalf of ourselves/myself, our/my representatives and assigns, not to sue *Chez Chevaux Farm*, its owners, or other horse owners with animals stabled there, or to hold him/her/them liable for any injury, including death, that results from our/my child riding horses or from any other horse activity. We/I understand the terms of this Waiver of Liability and Assumption of Risk, and We/I intend to be fully bound by this agreement.**

Signature(s) _____ Date _____

(Please print) Name(s) _____

Street Address _____ State _____ Zip _____

Telephone _____ (home) _____ (work) _____ (cellular)