

Horse Boarding Agreement, Liability Release and Assumption of Risk Agreement

This agreement is entered into between Andrea Cattaneo, CornerHouse Performance Horses, LLC, 2684 Middleboro Rd., Morrow, Ohio 45152 and (the Boarder)

The term of this agreement shall be month to month effective on first day through the last day subject to compliance with all rules and policies of the Stable. The purpose of the agreement is to provide horse boarding and related facilities at 7139 US Route 22 & 3, Morrow Ohio 45152 (The Long Barn).

The parties mutually agree to the following terms and conditions:

The Stable will provide:

Plan 1 – Full Service: Stall, Feed and shavings provided, turnout daily-conditioning permitting. Horses fed 2x/day and stalls cleaned at least 1x/day.

Plan 2 – Partial Service: Stall and shavings provided, Horses fed 2x/day. Boarder agrees to clean stall 1x/day.

Terms of Boarding Services in consideration of the above, Boarder agrees to pay the Stable monthly charges, paid in advance, \$200.00 for Partial Service. The Stable hereby acknowledges a total receipt of \$ _____ which constitutes the first month of stabling and board. The Stable has the right to increase the monthly charges by giving 30 days notice. Additional services may be agreed upon per written attachments to this document.

Late Charge Boarder understands that if any payment is not received by the 5th day of any month, a late charge of \$25.00 will be assessed for each rented stall. This amount will be charged at the close of the 5th business day. The late fee will continue to be charged compounding every 5th day that the account is in arrears. Boarders in the arrears may be denied use of the facilities until all payments are current.

The Stables Right to termination: The Stable may terminate this agreement to board any horse for any reason which may include but not limited to animals poor health dangerous propensities, habits and vices which the Stable is not equipped to handle; Boarders refusal to obey the Stable's rules or cooperate with the Stable on reasonable requests relative to management, welfare and safety of animals and people on premises; and in event of the others at risk. Failure to pay fees or other charges as due shall entitle the Stable to immediately terminate this Agreement. The Stable reserves the right to immediately terminate this Agreement in the event that a horse or horse/rider combination is dangerous, If boarder refuses to remove the horse, the Stable management shall do so at Boarder's expense.

Boarder's Right of Termination: We agree that upon 30 day's written notice to the Stable, the Boarder may terminate this Agreement for any reason. The Stable shall be paid for all fee incurred up to the termination.

Boarder agrees to the rules of the Stable: Boarder agrees that all rules and policies of the Stable will be followed and acknowledges receipt of a copy of said rules. Said rules are incorporated as part of this Agreement. The Stable's rules and Policies are subject to change at any anytime and become effective once posted on the Facilities Public Notice Bulletin Board.

Boarded Horse Illness or Injury: We agree that should the horse become sick or injured the stable shall attempt to notify the Boarder immediately. If the boarder does not immediately inform the Stable regarding measures to be taken, or if the state of the animal's health requires immediate action, the Stable is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The Boarder shall promptly pay all expenses for all services.

Veterinary name:

Phone number:

BOARDER ACCEPTANCE OF RESPONSIBILITY Boarder has inspected the Stable's premises and / or has in some other way satisfied himself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for Boarder 's horse(s) and Boarder, Boarder's family, guests and visitors who enter the premises. Boarder has responsibility to inspect track, trails and other riding areas to assure safe conditions before making use of the premises for riding.

VISITOR PERMISSION TO HANDLE HORSE(S) Boarder agrees that anyone riding or handling their horse(s) will have a signed liability release on file with the Stable management, and that visitors shall follow the facility rules.

ASSUMPTION OF RISKS Boarder acknowledges that risks, conditions, and dangers are inherent in (meaning an integral part of) horse /equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. I also acknowledge that those listed in the Stable Rules are just some of the risks, and I agree to assume others not mentioned above. I am not relying on the Stable to list all possible risks for me.

RELEASE OF LIABILITY/INDEMNITY In consideration of the Stable undertaking the board and related services under the terms set forth herein, I, the undersigned Boarder, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, discharge and indemnify the Stable, its boarders, agents, employees, officers, managing members, assigns, members, boarders of premises and trails, affiliated organizations, landlords, and insurers, and others acting on their behalf (Associates), of and from all claims, demands, causes of action and legal liability for any economic and non-economic losses due to bodily injury and / or death and / or property damage, caused or sustained by Stable, Boarder or any of its agents, servants, employees, contractors, patrons, guests, or invitees, and at Stable's option agrees to defend same and its Associates, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments of any nature recovered from or asserted against Stable on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by the use of the Premises by Boarder or any of its agents, servants, employees, contractors, patrons, guests, or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Boarder. These terms of indemnification shall be effective unless such damage or injury results solely from the willful misconduct of Stable and shall continue after the termination of the Boarding Agreement.

DEFINITIONS The term "BOARDER" shall herein refer to the owner, part-owner, or lessee of the animal(s) which are contracted to be boarded under this Agreement. The terms "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 provision for compensation of 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 provision of designated horse riding and training arenas and open space, in which the BOARDER can ride and work with their horses at times that are specified by the Stable. 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 herein refer to the BOARDER(S) and the parents or legal guardians thereof if a minor.

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

Signer statement of Agreement

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ UNDERSTAND AND AGREE TO THE AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Stable
CornerHouse Performance Horses, LLC

Boarder

Print: _____

By _____
Its _____

Print: _____

Date: _____

Date: _____

BOARDER INFORMATION:

The Boarder represents and warrants the following information to be true and correct:

Boarder's Name _____
Boarder's Address: Street _____
City, State, Zip _____
Home Phone: _____ Work: _____ Mobile: _____
Email Address _____
Emergency Contact: _____
Veterinarian Name _____ Phone _____

HORSES TO BE BOARDED

The Boarder represents and warrants the following information to be true and correct regarding the horse(s) to be boarded by Stable:

Name of Horse _____ ID # _____
Age/year foaled _____ Breed _____ Height _____ Color _____
Mare or gelding _____
Approximate Value \$ _____
Current Insurer _____ Pol. No. _____
Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: () Cribbing; () Weaving; () Kicking; () Biting; () Other: _____
Other Pertinent Information _____ Markings _____

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Age/year foaled _____ Breed _____ Height _____ Color _____
Mare or gelding _____
Approximate Value \$ _____
Current Insurer _____ Pol. No. _____
Insurer Emergency Phone No. _____
Disclose Horse's Vices, Unique Habits: () Cribbing; () Weaving; () Kicking; () Biting; () Other: _____
Other Pertinent Information _____ Markings _____

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Other Pertinent Information _____ Markings _____