

HORSE BORDING AGREEMENT AND LIABILITY RELEASE ASSOCIATED WITH BOARDING

WARNING

Under Colorado 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 section 13-21-119, Colorado Revised Statutes.

Boarding Facility Name: Elk Creek Highlands Property Owners Association Corral Facilities

PLEASE READ CAREFULLY BEFORE SIGNING, IT IS HEREBY AGREED TO AS FOLLOWS:

FEE SCHEDULE FOR BOARDING SERVICES as January 1, 2025

All borders are required to pay current years POA dues. 2025 dues are \$100. Non residents will not be entitled to voting rights.

Residents of Elk Creek Highlands shall pay \$100 per month. Non resident borders shall pay \$125 per month.

Services include:

- Shared stall with a shelter
- Hay storage of 50 bales for each horse included in this agreement
- Water and water delivery
- Electricity in the winter for water heaters
- One horse trailer space

Exercise/Conditioning, Grooming/Clipping, vet, hoof and medical care are the responsibilities of the OWNER.

____ OWNER Initials: I agree that I have chosen to put my horse in a shared living situation where kicking, biting and being run off food may occur, turnout may be shared with other horses. I understand that there is likely to be an adjustment period as my horse adapts to the herd.

A. DISCLOSURE OF INFORMATION ABOUT HORSES TO BE BOARDED

1. Barn Name of Horse _____ Age _____

Registered Name _____

Breed _____ Color _____ Sex _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

2. Barn Name of Horse _____ Age _____

Registered Name _____

Breed _____ Color _____ Sex _____

Disclose Horse's Vices, Unique Habits _____

Other Pertinent Information _____

B. DEFINITIONS – The term "FACILITY" shall herein refer to Elk Creek Highlands Property Owners Association Corral Facilities. The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals which are contracted to be boarded under this agreement. The terms "HORSE(S)" and "ANIMAL(S)" shall herein refer to all equine species, and to the specific animal or animals to which this agreement refers. The term "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.

C. AGREEMENT PURPOSE and CONSIDERATION - At the commencement of this agreement, the OWNER intends for Elk Creek Highlands Property Owners Association Corral Facilities to undertake the boarding of the animal(s) listed in Clause A.

1. OWNER agrees to pay to Elk Creek Highlands Property Owners Association Corral Facilities the amount of \$100.00 per horse (non resident \$125). Monthly boarding payments are due on the 1st of the month. If commencement of boarding of the animal(s) occurs before the 1st of the month then fees will be prorated up to the end of the current month.

D. BOARDING OF HORSE - Elk Creek Highlands Property Owners Association Corral Facilities shall board the horse(s) in accordance with generally accepted professional standards to the best of our ability. The OWNER shall submit an owner/horse information sheet for each horse on the premises belonging to the OWNER within forty-eight (48) hours of delivery.

E. SALE OR DEATH OF HORSE -It is hereby agreed that in the event of the sale of the horse or the death of the horse, FACILITY has the option of accepting another horse, in accordance with this condition set forth herein within seven (7) days or terminating this agreement.

F. HORSE HEALTH WARRANTY - Each horse shall enter Elk Creek Highlands Property Owners Association Corral Facilities premises free from transmissible diseases and must be effectively dewormed and current on immunizations for this area at least 7 days prior to arriving at the equine facility. The following up-to-date documents must be presented to FACILITY by the OWNER prior to the entry of horse onto Elk Creek Highlands Property Owners Association Corral Facilities premises.

Veterinarian Health Certificate
 Negative Coggins Test
 Brand inspection

G. MANAGER'S RIGHT TO REFUSE SERVICES – The FACILITY reserves the right to refuse the continuation of boarding services of any horses for any reason, to include but not limited to: failure to pay board and/or POA fee, animal's poor health or unsoundness; dangerous propensities, habits and/or vices which the FACILITY may not be equipped or capable to handle; OWNER'S refusal to obey stable rules or to cooperate with the FACILITY on reasonable requests relative to the management, boarding, welfare and safety of animals and people on premises; and, also in such event the FACILITY shall give OWNER SEVEN (7) days written notice to remove horse(s) from premises.

H. ROUTINE HORSE CARE REQUIREMENT - OWNER is required to follow through with all routine veterinary care (floating teeth, sheath cleaning, vaccines, worming, etc.), farrier work and grooming. All expenses for the horse by other professionals (i.e.: veterinarians, farriers, 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.

I. 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.

N. RISK OF LOSS AND STANDARD OF CARE -During the time that the animal(s) is/are in custody of the FACILITY, the FACILITY 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). This includes, but is not limited to, any personal injury or disability the OWNER, may receive on the FACILITY's premises. The OWNER fully understands that the FACILITY 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 the FACILITY are to be borne by the OWNER.

J. DIRECT LOSS TO PERSONAL PROPERTY WARNING – The 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 the FACILITY's insurance and the FACILITY shall not be liable for the OWNER's horses, tack, equipment or other property.

K. OWNER ACCEPTANCE OF RESPONSIBILITY – The OWNER has inspected the FACILITY 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). The 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 FACILITY 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).

L. RIGHT OF LIEN -The OWNER is given notice that the FACILITY 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, the FACILITY 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 the FACILITY exercises the FACILITY'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 the FACILITY's representatives setting forth the material facts of the default and foreclosure as well as the FACILITY'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.

M. OWNER RIGHT OF TERMINATION - Upon written notice to the FACILITY the OWNER may terminate this agreement for any reason. The OWNER is not entitled to a refund if termination is before the end of the service period. The FACILITY shall be paid for all fees incurred up to the termination date or as long as ANIMAL(s) are on premises, whichever is the later. After all fees have been paid in full this agreement is concluded.

N. AGREEMENT SCOPE AND TERRITORY - This agreement shall be legally binding upon the FACILITY 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 FACILITY and will be interpreted and enforced under the laws of **COLORADO**. Any disputes by the OWNER shall be litigated in PARK County and venue shall be in PARK County where 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.

O. AGREEMENT CHANGES/UPDATES – The fee schedule, services, and or sections within this agreement may change at any time.

P. 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.

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: _____

SIGNATURE OF MANAGER: _____ DATE: _____

OWNER's NAME(S) _____

OWNER's CELL PHONE/OTHER PHONE _____

OWNER's ADDRESS _____

OWNER's EMAIL _____

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

Veterinarian: _____

Farrier: _____

Other Contact Name and Number _____

Welcome to Elk Creek Highlands Property Owners Association Corral Facilities

Here are our guidelines:

You are welcome to visit your horse at any time. If you are here between 6:00 PM and 7:00 AM, we ask that you respect noise levels as this is a residential neighborhood.

Parking:

Restrooms: The restroom in the ECHPOA building is available for usage by the boarders and their guests. The shower area in the bathroom and kitchen sink are not to be used to wash ANY horse equipment, riding equipment or outer wear of the rider.

Tack Room (located in the building basement): Please be aware of your things and respectful of others, ask first to borrow other people's belongings. Your area will be marked with your stall number, you may keep your tack in that area ONLY.

Grain Shed: Grain can safely be stored in plastic containers in the grain room. Please label your grain bin with your name.

Arena: Anyone may use the arena; maintenance of the arena is the responsibility of the corral members. Please clean up after your horse! **DO NOT** tie your horse to the arena panels.

Tacking Areas: Please clean up after yourself and your horse.

Clean Up After Your Horse: Owners are required to clean up after their horse when it is out of its pen. This includes walking areas, round pen, arena, trailer parking, etc. Thank you!

Washing your horse: Our water rights do not accommodate the washing of horses

Hay Storage: Hay may be stored in the hay barn or other designated buildings on premises.

Mucking: Owners are required to muck your horse daily in the summer and at least two-three times a week in the winter to keep the fly population down and keep our property clean.

Feeding and stabling: It is the owners responsibility to feed, stable and turn out their horse.

OWNER/HORSE INFORMATION OWNER:

Owner's Name _____

Address: _____ City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

HORSE:

Horse's Name: _____

Age: _____ Sex: _____ Color: _____

Markings _____

Does Horse have any unusual/dangerous habits? _____ **If yes, describe:** _____

Preferred Farrier: _____ Phone: _____

Preferred Veterinarian: _____ Phone: _____

MEDICAL HISTORY OF HORSE:

Colic: _____ Frequency: _____

Founder: _____ When: _____

Other: _____ Description: _____

Allergies, if known: _____

Date of last worming: _____ Type used: _____

VACCINATION HISTORY:

| Type | Date Given |
|--|------------|
| Encephalomyelitis (sleeping sickness), Eastern & Western Strains | _____ |
| Potomac Horse Fever | _____ |
| Rabies | _____ |
| Tetanus Toxoid | _____ |
| VEE | _____ |

Other: _____

THIS PAGE IS TO BE POSTED IN THE STABLE AREA

Owner's Name _____

Home Phone: _____ **Work Phone:** _____ **Cell Phone:** _____

Emergency Contact Information (if owner cannot be reached)

Name: _____ Phone: _____

Veterinary emergency contact:

Name: _____ Phone: _____

This Horse ___ IS or ___ IS NOT considered a surgical candidate in the event of serious illness or injury.

Owner's Initials _____

Owner's Signature: _____ Date: _____

Facility Authorized Signature: _____