



## Eagle Mountain Ranch Boarding and Training LLC

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, made by and between \_\_\_\_\_,

(Hereinafter referred to as owner) and Eagle Mountain Ranch Boarding and Training LLC (hereinafter referred to as stable), located at 805 Lakewood Road, Arlington, Washington 98223.

### 1. FEES

(A) Owner/Lessee agrees to pay stable \$\_\_\_\_\_ per month per horse on or before the 10<sup>th</sup> day of each month, Stable agrees to board said horse described in Section 2 below. A \$50 late fee will be added to board cost after the 10<sup>th</sup> day, no exceptions. Also, a \$25 fee on returned check will be charged. These fees are subject to change given 30 days written notice to Owner by Stable.

(B) (If owner/lessee wishes to retain the services of Kim McLaughlin- Esquivel and Alberto Esquivel and assistants for Training program complete this portion) Training consists of conditioning and exercising horse, including instructing owner in effective riding techniques. It is agreed that the type of training and conditioning to be provided by the Trainer shall be as agreed upon between Owner/Lessee and Trainer, and in the event of disagreement, Trainer's discretion shall be controlled. Understand that a consistent training program is a mandatory requirement for all show horses. The trainer will advise when alternative training is required. Training options, as listed below, are paid in the same timely fashion as above (A). These training options can be changed at any time Trainer receives 30 days written notice from Owner/Lessee.

(1) \_\_\_\_\_ \$ \_\_\_\_\_ Training

(2) \_\_\_\_\_ \$ \_\_\_\_\_ Turn Out/Extra services

(Taking horses to and from Turn Out. No Training)

**2. Description OF HORSE**

NAME: \_\_\_\_\_ BREED: \_\_\_\_\_

Age: \_\_\_\_ Color: \_\_\_\_\_ Markings: \_\_\_\_\_ Height: \_\_\_\_\_

Registration/Tattoo: \_\_\_\_\_ Est. Value of the Horse: \_\_\_\_\_

Veterinarian: \_\_\_\_\_ Telephone: \_\_\_\_\_

To ensure that all horses are protected please provide the most recent dated for the following:

<u>Date Due</u>		<u>Date performed</u>
_____	Flu	_____
_____	Rhino	_____
_____	Tetanus	_____
_____	West Nile	_____
_____	Other _____	_____
_____	Worming type last used _____	_____

(Rotate worming every 60 days)

### **3. STANDARD OF CARE AND TURN OUT**

Stable agrees to provide normal and reasonable care to maintain the health and well-being of the boarded horse. Owner/Lessee will be personally responsible for all exercise. Unless said horse is in Training. Turns out is the owner's responsibility. There is an additional expense for Turn Out. Please ask for pricing.

### **4. RISK OF LIABILITY**

While the horse is boarded at stable, the stable shall not be liable for any sickness, disease, theft, injury, or death suffered by horse or any other cause of action arising from or connecting to the boarding of said horse. The owner/lessee assumes all risks. The owner/lessee agrees to hold the stable harmless from any loss or injury to said horse. All costs, no matter how catastrophic, connected with boarding are borne by the owner/lessee. Board must be paid in full even if the horse been temporarily moved off premises or death for the current month in which the incident happened.

### **5. INDEMNITY**

Owner/Lessee agrees to hold Stable harmless from any claim caused by said horse and agrees to pay all legal fees incurred by Stable in defense of any claim resulting from damage by said horse.

### **6. EMERGENCY CARE**

If medical treatment is needed, Stable will attempt contacting Owner/Lessee, but in the event Owner/Lessee is not reached Stable has the authority to secure emergency veterinary and/or farrier care. Owner/Lessee is responsible for all costs relating to said care. Stable is authorized as Owner/Lessee's Agent to arrange billing to the Owner/Lessee. Please make sure you have a credit card on file with the Primary Vet.

### **7. SHOEING AND WORMING**

Stable agrees to implement a shoeing and worming program, at Owner/Lessee's request, consistent with recognized standards. Owner/Lessee is obligated to pay all expenses of said services, including a reasonable stable charge. Such bill shall be paid within fifteen (15) days from the date the bill is submitted to Owner/Lessee. If said horse isn't in Full Training, the owner is responsible for assisting with Shoer, vet, etc. if needed. Or a charge will be in force for staff to hold during a procedure.

### **8. OWNERSHIP – COGGINS TEST**

Owner/Lessee warrants that he/she owns the said horse and will provide, prior to the time of delivery, proof of a negative Coggins test for any horses arriving from out of state, at stable's request. Stable requires that you have a copy of the horse's registration papers.

## **9. TERMINATION**

Stable and Owner/Lessee agree that either party can terminate this Agreement with a 30-day written notification. The board must be paid in full for the month of 30-day notice. You may choose to leave prior to 30 days without a refund of early dismissal. Owners having more than 2 or more horses must give 60 days' notice and all above and below listed requirements apply. All owner/lessee accumulated debts at the stable must be paid in full before leaving, (Board, Veterinarian, Farrier, etc.). If Owner/Lessee's debts at the time of termination are not paid in full, the lien provisions in paragraph 13 below will apply. In the event of default, the wrong party has the right to recover attorney's fees and court costs resulting from the failure of either party to meet a material term of this Boarding Agreement.

## **10. PROPERTY DAMAGE**

If consistent damage to stable by said horse is not addressed or dealt with by owner/lessee when stable has reported first damage by said horse to owner, owner will be charged a maintenance fee added to the previous monthly statement for these damages by said horse.

## **11. INSURANCE**

Stable shall not be required to obtain liability insurance, which provides coverage for owner/lessee's horse or owner/lessee's tack and equipment, Vehicles while on premises. If the owner/lessee desires such insurance coverage, it will be his or her independent responsibility to obtain it.

## **12. TERMS BINDING ON HEIRS AND SUCCESSORS**

All terms and conditions of this Agreement shall be binding on the heirs, administrators and successors assigned by owner/lessee.

## **13. RIGHT OF LIEN**

Stable has the right of lien as set forth in the laws of the State of Washington for the amount due for board and other agreed upon and additional services and shall have the right without process of law to retain said horse until the indebtedness is satisfactorily paid in full. Stable will after 30 days notice lock stall of said horse until debt is paid in full. After 60 days the stable has the right to put a line on said horse until debt is paid in full. After 90 days the owner/lessee forfeited said horse and stable now has ownership of said horse.

## **14. PARKING LOT**

We do not offer trailer parking

RELEASE OF LIABILITY

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES TO RELEASE AND HOLD *KIM MCLAUGHLIN-ESQUIVEL, EAGLE MOUNTAIN RANCH BOARDING AND TRAINING LLC, ITS OWNERS, EMPLOYEES AND AGENTS*, AND ANY AND ALL OTHER PERSONS, FIRMS OR CORPORATIONS ASSOCIATED THEREWITH, FULLY HARMLESS FROM ANY ACCIDENT, INJURY, ILLNESS, CLAIM OR DAMAGE (PERSONAL OR PROPERTY), TO THE UNDERSIGNED OR HIS/HER HORSE, EQUIPMENT OR OTHER PROPERTY WHATSOEVER WHICH MAY RESULT FROM THE UNDERSIGNED PARTICIPATING OR ENGAGING IN ANY RIDING OR RELATED EQUINE ACTIVITIES OCCURRING ON OR OFF THE PREMISES OF *EAGLE MOUNTAIN RANCH BOARDING AND TRAINING*, LOCATED AT 805 LAKEWOOD ROAD, ARLINGTON, SNOHOMISH COUNTY WASHINGTON, INCLUDING BUT NOT LIMITED TO THE STABLES, RIDING AREAS, BARN AND PASTURES.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT:

1. RIDING OR RELATED EQUESTRIAN ACTIVITIES MAY BE DANGEROUS AND AGREES TO FULLY ASSUME ALL RISK, CHANCE, HAZARD, AND RESPONSIBILITY ASSOCIATED WITH ANY RIDING OR EQUESTRIAN ACTIVITIES CONDUCTED ON OR OFF THE *EAGLE MOUNTAIN RANCH BOARDING AND TRAINING LLC* PREMISES.
2. RIDING OR RELATED EQUESTRIAN ACTIVITIES MAY BE DANGEROUS AND THAT HE/SHE HAS HAD AN OPPORTUNITY TO INSPECT AND REVIEW THE PREMISES KNOWN AS *EAGLE MOUNTAIN RANCH BOARDING AND TRAINING LLC INCLUDING*, BUT NOT LIMITED TO, THE CURRENT CONDITIONS OF THE STABLES, BARN, RIDING AREAS, PASTURES AND FENCES.
3. *KIM MCLAUGHLIN-ESQUIVEL, ALBERTO ESQUIVEL, EAGLE MOUNTAIN RANCH BOARDING AND TRAINING LLC AND ITS OWNERS, EMPLOYEES OR AGENTS* ARE NOT RESPONSIBLE FOR ANY LOST OR MISSING TACK OR PERSONAL BELONGINGS.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THE ENTIRE HOLD HARMLESS AND RELEASE OF LIABILITY AND UNDERSTANDS AND AGREES TO BE BOUND THEREBY. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE/SHE IS OVER THE AGE OF 18 YEARS, OR THAT HE/SHE IS THE AUTHORIZED PARENT OR GUARDIAN OF THE MINOR CHILD.

**This Agreement is subject to the laws of the State of Washington.**

**The Parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

Eagle Mountain Ranch Boarding and Training LLC  
805 Lakewood Road  
Arlington, Washington, 98223  
(206)679-4098  
**eaglemountainranch@yahoo.com**

\_\_\_\_\_ Stable Signature

Owner/Lessee information:

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner/Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_

EMERGENCY MEDICAL RELEASE FORM

**Notice to ALL Riders:**

To avoid any unnecessary delay in the event of an emergency, please complete the form below and sign where indicated:

**Emergency Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

Medical Insurance Company: \_\_\_\_\_

Policy No: \_\_\_\_\_ Member No: \_\_\_\_\_

Primary Physician: \_\_\_\_\_ Telephone: \_\_\_\_\_

Prior Medical History: \_\_\_\_\_

Allergies: \_\_\_\_\_

Contact lenses/corrective lenses: \_\_\_\_\_ Date of last tetanus: \_\_\_\_\_

**Release for Adult Rider:**

If emergency medical care is required for myself and if I, or an accompanying spouse or relative, am not able to convey permission in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment.

**Notice to Parents and Guardians:**

In many situations, a minor child cannot receive emergency medical attention without the authorization of a parent or guardian. If you are not going to be personally present at Eagle Mountain Ranch, you should consider using this form in conjunction with your child's activities at Eagle Mountain Ranch. This form must be on file with Eagle Mountain Ranch management.

**Release for Minor Rider:**

If emergency medical care is required for my child, \_\_\_\_\_, and if permission is not available in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment.

**HARD HAT WAIVER**

I, the undersigned, recognize the dangers inherent with horseback riding. I am assuming the hazard of this risk upon myself since I wish to ride and handle horses. I realize I am subject to injury from this activity and that no form of preplanning can remove all the danger that I am exposing myself too. I have been offered advice to wear a helmet, which could prevent permanent brain damage in the event of an accident. Against the advice of the stable, owner and instructors The Wrangler Guide, and the insurance company, I am refusing this critical safety precaution. R.C.W. 4.24.53,54,55.

I have read this entire Emergency Release & Hard Hat Waiver and agree to it.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_