

CAMELOT FARMS LLC BOARDING AGREEMENT

DATE _____

NAME OF OWNER/BOARDER _____

ADDRESS _____ STATE _____ ZIP _____

CELL# (_____) _____

HOME# (_____) _____

WORK# (_____) _____ OTHER# (_____) _____

EMAIL _____

TRAILER LICENSE PLATE # _____

EMERGENCY CONTACT NAME _____

EMERGENCY CONTACT # (_____) _____

NAME OF HORSE _____

COLOR/DESCRIPTION _____ AGE _____ SEX _____

NAME OF HORSE _____

COLOR/DESCRIPTION _____ AGE _____ SEX _____

NAME OF HORSE _____

COLOR/DESCRIPTION _____ AGE _____ SEX _____

VET NAME _____ VET# (_____) _____

INSURANCE CARRIER _____

INSURANCE# (_____) _____

PLEASE ATTACH COPIES OF HORSE(S) VACCINATION, SHOEING, AND WORMING RECORDS. PLEASE ATTACH ANY SPECIAL FEEDING REQUESTS.

**OWNER/BOARDER AGREES AS FOLLOWS WITH
RESPECT TO THE DESCRIBED HORSE(S):**

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

- Initial** _____ 1. Horse Owner/Boarder has signed and agrees to require each of his/her guests to sign a LIABILITY RELEASE (exhibit "A").
- Initial** _____ 2. Horse Owner/Boarder has signed and agrees to abide by all rules of the Stable and Camelot Equestrian Park (exhibit "B").
- Initial** _____ 3. If the horse becomes ill or injured, the Stable Owner, or the Stable Owner's agent shall endeavor to notify horse Owner/Boarder for instructions. If horse Owner/Boarder can not be informed or does not answer the notice or the horse's health requires immediate attention, horse Owner/Boarder authorizes Stable, or the Stable Owner's agent to use his/her judgment connected with measures to be taken for the welfare and health of the horse at horse Owner/Boarder's expense. These measures include (but are not limited to) veterinary care, surgery, humane destruction, transportation, shoeing or purchase of special equipment.
- Initial** _____ 4. The horse Owner/Boarder shall be personally liable for the cost of any care, such as (but not limited to) veterinary care for the horse, and shall pay all charges promptly.
- Initial** _____ 5. Horse Owner/Boarder assumes full responsibility for all equipment, including but not limited to tack, vehicles and trailers stored at the stable.
- Initial** _____ 6. Horse Owner/Boarder hereby releases Stable Owner from any and all liability for any injury or damage to person or property, including any injury or damage to the horse itself, which may occur in or about the Stable Owner's premises or elsewhere. This release includes, but is not limited to, loss by theft, fire, running away, injury by another horse, death, or injury by or to any person or property.
- Initial** _____ 7. Horse Owner/Boarder shall be solely responsible for maintaining insurance on horse including public liability, accidental injury, theft and equine mortality insurance. All risks, including but not limited to, sickness, disease, astray, theft, death and/or injury connected with training, boarding, handling and/or transporting horse, are to be borne solely by horse Owner/Boarder.
- Initial** _____ 8. Horse Owner/Boarder shall indemnify and hold harmless Camelot Farms, Camelot Equestrian Park Foundation, their owners, successors, assigns and their employees, independent contractors and agents.

- Initial**_____ 9. The Stable Owner and agents shall not be liable for any damage which may occur from any cause growing out of or as a result of the boarding of said horse, including, but not limited to, loss by fire, theft, running away, death, injury to person or horse on or off property.
- Initial**_____ 10. Horse Owner/Boarder agrees to pay in advance \$390.00 per month payable on or before the first of each month.
- Initial**_____ 11. A 10% late charge will be added to any payments made after the 15th of the month. A \$25.00 fee will be charged for all checks returned by the bank.
- Initial**_____ 12. Horse Owner/Boarder agrees to pay all bills incurred while at stable, including but not limited to training, vet and shoeing expenses.
- Initial**_____ 13. In the event of a Owner/Boarder leasing his or her horse out, the Owner/Boarder is still responsible for all board payments. Lessee must have a signed liability release on file with Stable Owner.
- Initial**_____ 16. Horse Owner/Boarder agrees to pay all bills before the horse is removed from the premises. Stable Owner may but is not required to retain possession of horse until all bills are paid in full.
- Initial**_____ 17. The Stable Owner is hereby granted a lien, pursuant to the provisions of California Civil Code Chapter 6.7 (beginning with Section 3080), and of any successor statute of similar effect, for
a. all boarding charges; and **b.** for all charges that may be incurred under paragraph 12 above.
- Initial**_____ 18. Stable Owner may exercise his lien rights fifteen days after written notice to the horse owner at the address set out above and may dispose of said horse for the unpaid charges at private or public sale; and the horse Owner/Boarder hereby waives all other legal notice. In the event sale does not secure a price sufficient to pay all unpaid charges incurred in connection with the horse, as well as all legal expenses and other charges of enforcing said lien, the horse Owner/Boarder shall be liable to Stable Owner for the difference. Any sum realized over and above described cost and charges shall belong to the horse Owner/Boarder.
- Initial**_____ 19. Horse Owner/Boarder agrees to give Stable Owner thirty days notice prior to moving horse permanently from premises, a 30 day minimum boarding fee will be charged for failure to give such notice. Should Owner/Boarder's horse become actively for sale, Owner/Boarder will notify the Stable Owner.
- Initial**_____ 20. Horse Owner/Boarder will notify stable in writing of any change of address or phone number and provide stable with appropriate emergency information should Owner/Boarder be out of town.
- Initial**_____ 21. In the event any one or combination of Stable Owner, his/her successors and assigns, engages the services of an attorney(s) to enforce the terms of this agreement, horse Owner/Boarder shall pay all costs and reasonable attorney's fees incurred by Stable Owner, his/her successors or assigns, whether or not suit is brought.

Initial _____ 22. This agreement is entered into in Butte County. Butte County shall be the legal forum for any dispute connected with this document.

Initial _____ 24. Owner/Boarder understands that Stable is located within Camelot Equestrian Park operated by Camelot Equestrian Park Foundation (CEPF). Owner/Boarder understands that Camelot Equestrian Park is open for public use. Owner/Boarder is hereby granted permission within the confines of this agreement to access and use the park facilities including but not limited to arenas, dressage courts, cross country course, galloping track and trails. Use of Park facilities is included with Owner/Boarder's Board payment. Participation fees including but not limited to CEPF shows, Clinics, trainer/lesson fees and other events are not included in Board payment.

Initial _____ 25. Owner/Boarder understands that arenas and all other park features are to be shared with all guests of Camelot Equestrian Park. Owner/Boarder understands that some arenas and features of the Park may be unavailable during shows and other events. Owner/Boarder understands the arenas and other park facilities may be closed and unavailable due to weather, ground conditions and during maintenance or repairs.

Initial _____ 26. This agreement constitutes the entire Agreement between the parties and cannot be modified except in writing signed by both parties.

Owner/Boarder is advised to check the CAMELOT EQUESTRIAN PARK FOUNDATION Calendar:

www. camelotequestrianpark.com for Show and Event dates so owner can plan for closures. Participating in CEPF Shows and Events helps to fund improvements to the park. Your participation in CEPF Shows and events is not required but is very much appreciated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day and year first above written.

OWNER/BOARDER _____

CAMELOT FARMS LLC _____

Exhibit A Liability Release

Name _____

Address _____ State _____ Zip _____

Phone _____ Email _____

THE UNDERSIGNED STATES AS FOLLOWS:

(A parent or legal guardian must sign if the participant is under the age of 18.)

I, The Participant, Parent or Legal Guardian of the participant acknowledge that competitive equine events contain inherent risks of personal injury, injury to supplies, and to equipment. Knowing these facts, I nevertheless, in consideration of your acceptance of this form, hereby for myself, my family members and/or legal wards, heirs, executors, and administrators in any way connected with the event, property, boarding, lessons, sales, or any other activity described herein, their representatives, heirs, executors, administrators, and assignees release, indemnify, and hold harmless Camelot Equestrian Park from any liability for damages or for any and all injuries that might be sustained by me, my family members and/or legal wards, including injuries to my employees and/or personal property or from any and all claims of any kind or nature that I, my family members and/or legal wards might have as a result of, or arising out of participation in any activity on the premises. Further, I hold harmless Camelot Equestrian Park for any sales, services, or representations for the duration of my stay upon the premises.

Further, I do hereby acknowledge that this release will extend to any accidents, damages, or claims arising out of my participation, caused by my own act, or anyone, or any animal within my control. I further agree that I will defend, indemnify, and hold harmless Camelot Equestrian Park, its owners, officers, directors, members and agents any and all of them against all claims, demands and causes of action including court costs and attorney fees directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature whatsoever, whether known or unknown, and expressly waive any benefits I may have, Section 1542 of the California Civil Code relating to the release of unknown claims.

_____ I acknowledge that I, The Participant, Parent or Legal Guardian, will be responsible for any and all costs incurred by the participant or the participant's family members for injuries or property damage that I or my family may incur, and that I, the Participant, Parent or Legal Guardian, have accident medical insurance coverage in force for injuries that I or my family may incur.
initial

_____ I acknowledge that I, The Participant, Parent or Legal Guardian, should purchase and wear ASTM-standard/SEI-certified equestrian helmets while participating in equine activities. I understand that the wearing of such headgear while participating in equine activities may reduce the severity of some of the participants head injuries in the event of a fall or other related accident.
initial

_____ I acknowledge that I, The Participant, Parent or Legal Guardian, participate in this event totally at my own risk for injuries or property damage I or my family may incur and, I acknowledge that I, the Participant, Parent or Legal Guardian, et al, hereby release and hold harmless the sponsor, co-sponsors, their owners, their officers, directors, members, affiliated organizations and others acting on its behalf, from any claim, legal liability, legal action, or right of damages, for any accident which may occur to me or my equine animal. I also assume and accept full responsibility for any damages done by me or my equine animal.
initial

MINORS (UNDER 18) MUST HAVE THEIR PARENT OR LEGAL GUARDIAN SIGN THIS AGREEMENT.

I do acknowledge that I have read the foregoing Agreement, and know, and understand, and agree to the content thereof. Participant's

Signature _____ Print name _____

I, the parent or legal guardian of _____, for and in consideration of my child or ward's participation at Camelot Equestrian Park, state that I have read, and understand, and agree to all the terms and conditions of this Agreement.

I further warrant that I have health and accident insurance on said minor.

Signature _____ Print name _____

Executed on this _____ day of _____, 20__.

Exhibit B Rules

- Anyone riding must have signed a Release.
- Wear your protective gear. Helmets should be worn (regardless of riding style).
- Canter is only allowed in arenas, on trails, galloping track and cross country course. Walk your horse within camping, parking or boarding areas.
- No longeing in Dressage Courts or Guinevere Arena. Use round pens for longeing.
- You should not jump alone anywhere on the property.
- No unattended dogs. Dogs must be leashed or under voice control at all times. Dogs **must be leashed** during shows.
- No unattended children. Do not allow children to play with or on any park equipment or fixtures.
- Arenas and trails may be closed due to weather conditions. Do not ride in areas where wet or unsafe footing may occur due to weather conditions. Abide by all Arena/Course/Trails Closed or Reserved signs.
- Only Boarders, their guests and Camelot staff allowed in Boarder Area.
- Whenever possible share Arenas with other guests.
- Please clean up after yourself, your horses and dogs. Please remove manure from wash racks.
- Please show respect and be courteous to others.

I have read and agree to abide by the above rules:
