

WINDY MEADOWS HORSE FARM BOARDING CONTRACT

Windy Meadows Horse Farm

12829 Lemaster Drive Nokesville, Va. 20181

(571)437-6051

Horse Owners

Name: _____

Address: _____

Owners Contact Phone

Numbers: _____

Description of Horse/Horses:

Color _____ Breed _____

Age _____ Height _____

Description (markings, brand, reg # in applicable)

The parties named above agree that "Horse Owner" (hereafter "Owner") desires Windy Meadows Horse Farm to provide boarding services described below, and that Windy Meadows Horse Farm agrees to do so under the terms described below.

1. Boarding services shall be provided at Stable's address above on a month-to-month basis commencing on _____ . Services may be terminated by either party with 30 days written notice to the other party.

2. In consideration of boarding services, Owner shall pay to WINDY MEADOWS FARM the sum of \$ _____ on or before the FIRST day of each month for that month's

boarding services. If full payment is not received by Stable by the 5TH day of the month in which it is due, late fees of \$5.00 per day shall accrue from the 6TH day of the month. If full payment, including any late fees accrued, is not received by Stable within 30 days of the 5TH day of the month, then the horse(s) being boarded by Stable shall become the Stable's property UNLESS otherwise agreed upon by both parties.

3. Owner shall provide to Stable proof of the horse(s) up-to-date EWT, Rabies and Strangles as well as a negative coggins before the horse(s) will be admitted into the Stable. Thereafter, Owner shall provide proof of updated vaccinations semi-annually, and or annually and agree to worm their horse/horses on a 6 - 8 week rotation with a yearly fecal count provided to WM.

4. Owner hereby acknowledges and agrees that Stable shall not be liable for any sickness, death, theft, injury, or other damage suffered by Owner's horse(s) during the horse(s) boarding by Stable.

5. Owner hereby agrees to indemnify and hold Windy Meadows Horse Farm, all of it's employees, and anyone else associated with the farm harmless against any claim for damages which may arise from any actions to or by Owner's horse(s), including transmission of disease to any other human being or animal, or injury, accident, etc.

6. If the horse(s) require emergency medical care, Windy Meadows Horse Farm agrees to attempt to contact Owner at the following telephone number(s):

before obtaining such care. However, if Windy Meadows Horse Farm is unable to contact Owner within a reasonable period of time dependent upon the nature of the emergency, then Windy Meadows Horse Farm shall be authorized to

obtain whatever emergency medical services it deems to be in the horse(s) best interests. Owner shall be liable for the cost of all such emergency medical services.

RISK OF LOSS

During the time that horse (s) is/are in the custody of WINDY MEADOWS HORSE FARM, WINDY MEADOWS HORSE FARM shall NOT be liable for any sickness, DISEASE, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE. This includes, but is not limited to, any personal injury or disability the horse may receive while on WINDY MEADOWS HORSE FARMS PREMISES.

Initials _____

OWNER acknowledges and agrees that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse (s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance. THAT ALL RISKS RELATING TO BOARDING THE HORSE (s), OR FOR ANY OTHER REASON FOR WHICH THE HORSE (s) IS IN THE POSSESSION OF STABLE SHALL BE BORNED BY OWNER.

13. RIGHT OF LIEN/ FORECLOSURE.

The Owner is put on notice that Stable has a right of lien, 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) until the amount of said indebtedness is discharged. However, Stable 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 Stable exercises Stable's lien rights as above-described for non- payment, this Agreement shall constitute a Bill of Sale

and authorization to process transfer applications and foreclosure. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed. Owner understands that to the extent of any law or regulation may provide for rights and or duties other than those set forth in this section, the parties agree to waive such rights and duties and will agree that this section will control.

14. PROPERTY IN STORAGE ON STABLE'S PREMISES.

Owner may store certain tack, trailers and equipment on the premises of Windy Meadows Horse Farm. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), or equipment or other property stored at Stable, Owner understands that any items are stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Hooks, cabinets, and any items permanently attached to tack locker door, walls or shelving must remain if the removal thereof will cause damage. Trailer storage is also available at an additional charge to owner. Trailers must be for the use of horse transportation, must have current registration and in operable condition.

Initials _____

RELEASE OF LIABILITY

The undersigned Owner and all guests of Owner 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, kicking, shying, stumbling, rearing,

falling or stepping on, that may result in an injury, harm or death to persons on or 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. Owner also agrees to have all guests sign a release of liability form located at Stable.

_____ (Initials)

(Name of Owner/Rider)_____

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefore. Rider agrees to abide by and follow Stable's current rules and regulations, which an updated version shall be posted. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

(Initials) _____

(Name of Owner/Rider)_____

Rider (or Rider's parent or guardian) agree to hold harmless, indemnify and defend Stable against any and all claims, demands, causes or action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Windy Meadows

Horse Farm, 12829 Lemaster Drive, Nokesville, Va. 20181 and the facilities located thereon.

_____ (Initials)

(Name of Owner/Rider _____)

RELEASE AND WAIVER OF LIABILITY

Windy Meadows Horse Farm, Nokesville, Va 20181

I am aware that horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act 3.1-796.130 through 3.0- 796.133 of the Code of Virginia, 1950, as amended, which state in part: “”(i)the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii)the inability to predict an equine’s reaction to sound, movements, objects, persons or animals; and (iii)the hazards of surface or subsurface conditions.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by Windy Meadows Horse Farm, their agents, employees, members, officers, directors, and staff, for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for Windy Meadows Horse Farm to allow me to ride or

participate in clinics on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against Windy Meadows Horse Farm, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horses. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from riding on Windy Meadows Horse Farm property. Furthermore, I agree to indemnify Windy Meadows Horse Farm, their employees, or participants, for any injury, death, loss, or damage to any personal property which might occur during an equine activity as defined by 3.1-796.130 of the Code of Virginia, 1950, as amended, or social functions sponsored by Windy Meadows Horse Farm or held in our behalf or for our benefit, when such injury, death, loss or damage occurs on their property.

Initials _____

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE VIRGINIA HORSE CENTER, AND PARTICIPANTS, OR EMPLOYEES OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, WINDY MEADOWS HORSE FARM, AND EMPLOYEES OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Signature _____

Parent's Signature if under 18 years of age

Address _____

Date _____

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of VIRGINIA and is Executed on the date first set forth above.

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

E-mail address _____

Initials _____

ADDITIONAL FEES AND SERVICES OFFERED

Windy Meadows Farm will provide "extra" care at an additional monthly fee. Such services such as doing medical care for a horse, soaking, wrapping, etc. can be done with pre arranged schedule between Owner and Windy Meadows. At that time, Owner agrees to pay the additional fees with the following months board check. Fee amounts will be based on the level of care needed, time it will take to provide services, and difficulty of each task to be performed.

We also are happy to hold your horse for the vet or farrier at a nominal cost of \$15.00 per occurrence. Any extensive veterinary or farrier assistance will be charged fairly per situation.

A “Layup” fee will be charged for each horse having to be stalled 24/7 UNLESS it is by the choice of Windy Meadows Farm due to weather. The layup fee covers extra expenses to Windy Meadows Farm such as additional hay, bedding, stall cleaning provided by Windy Meadows Farm.

WINDY MEADOWS FARM RULES

All dogs must be kept on a leash at ALL times while on Windy Meadows Farm property.

All gates must be locked after exiting paddocks/fields.

All your horses mess (manure, hair, mud, etc) must be cleaned up at each occurrence.

All manure MUST be removed from riding rings as you exit ring from your ride, no exceptions.

Jumps may be set up in the indoor ring, but MUST be removed after each ride. ABSOLUTELY NO ONE other than Windy Meadows Owners and staff are allowed to get extra hay or feed for their horses unless approved by Owner or Manager.

Initials _____