



Kountz Arena BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____. made by and between Kountz Arena, LLC., hereinafter referred to as "STABLE", providing services as an independent contractor, located at 4490 Stucky Road, Bozeman, MT. 59718 and (Owner's name) _____ residing at (Owner's address) _____, hereinafter referred to as "OWNER." These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

In consideration of \$ _____ per horse per month paid by OWNER in advance on the **First** day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing _____, 20___. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

Late Fees: Boarding fees paid between the sixth and fifteenth day of the current month due will be subject to a late fee of \$15.00. Fees received after the sixteenth will be subject to a late fee of \$25.00.

2. DESCRIPTION OF HORSE(S)

Horse's Name:

Age:

Color:

Registration/Tattoo

Sex:

Breed:

Number *(if applicable)*:

Insurance Carrier, Policy and phone number *(if applicable)*:

3. FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse (s).

4. VACCINATIONS

Upon arrival of horse to STABLE proof of current tetanus, sleeping sickness, and influenza vaccinations is required. Proof of Tetanus and sleeping sickness vaccines are required once yearly and influenza twice yearly. A negative current Coggins test is required for all horses arriving from out of state.

5. RISK OF LOSS

During the time that the horse (s) is/are in the custody of STABLE, STABLE 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 of STABLE's premises. OWNER fully understands and hereby acknowledges 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, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, *are to be borne by OWNER.*

6. HOLD HARMLESS

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

7. LIABILITY INSURANCE

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT.

8. EMERGENCY CARE

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

(_____), should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

9. STABLE RULES

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these

Rules. OWNER acknowledges the Rules include but are not limited to:

1. Always clean up after you and your horse: manure, hair, etc., this includes any manure left behind in the arena from your horse.
2. Please check the calendar to find out when open riding is available at the arena. Kountz Arena events, practices and trainers have first priority for use of the arena/s.
3. Everyone must sign a release of liability form before participating in a Kountz Arena event.
4. All guests must sign a release of liability form before riding at the Kountz Arena facility.
5. All dogs must be on a leash when on premises of Kountz Arena.

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

10. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 9 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

11. ASSIGNMENT

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

12. NOTICE OF TERMINATION

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

13. RIGHT OF LIEN

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Montana for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

15. Special Instructions to STABLE

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Montana.
Executed at _____ on the date first set forth above.

Signed By: _____

Signed By: _____

Owner's Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone : _____

Cell Phone: _____

Evening Phone : _____

Emergency Contact Name: _____

Contact Number: _____

Veterinarian Name: _____

Contact Number: _____

Farrier Name: _____

Contact Number: _____

Name (please print): _____ (page 1/3)

Waiver of Rights
Assumption of Risk

1. I understand and acknowledge that this is a legal agreement that will either abolish or severely restrict my legal rights and the rights of my heirs and relatives in case I am injured, die or am otherwise damaged as a result of my attendance at any Kountz Arena, and/or Kountz Arena Event, activity of function, or my participation in or being present at equestrian activities. I will not sign this agreement until I have read each and every paragraph and fully understand its content.

Initial _____

2. I understand and acknowledge that riding horses, being near horses, and being at equestrian facilities and on trails and in camps is inherently dangerous. I understand that the dangers include the possibility of serious and permanent physical and emotional injury and the possibility of death. I understand that I can get thrown, stepped on, kicked or otherwise injured by my horse or any other horse. I understand that riding trails, riding and jumping rings, and equestrian facilities and camps can be dangerous. I understand that horses are unpredictable and even the most well trained horse can spook at times.

Initial _____

3. I understand and acknowledge that no amount of care, caution, instruction, or supervision can eliminate the dangers inherent in riding horses, being near horses and being at equestrian facilities and on trails or camps.

Initial _____

4. I understand and acknowledge that injury or death could result in a variety of ways including self-inflicted injury or death, injury or death by a horse or other animal, or of an apparent or hidden defect or dangerous condition of the equestrian facilities, trails and camps.

Initial _____

5. With my full knowledge and appreciation of the foregoing risks, I hereby forever release and discharge Dayle Kountz and Kountz Arena, its members, officers, directors, employees, agents, volunteers, and people with whom provide facilities or services (all of whom are hereinafter collectively referred to as "RELEASED PARTIES") from any and all liabilities, claims, demands, or causes of action that I may hereafter have for injuries, damages, and death arising out of my attendance at camps, lessons and functions or participation in equestrian activities including but not limited to injury, damage or death cause by the passive negligence or the RELEASED PARTIES or third parties or omissions of the RELEASED PARTIES or third parties.

Initial _____

6. I further agree that I will not sue or make a claim against the RELEASED PARTIES for injury, damage, death or other losses sustained as a result of my attendance at or my participation in equestrian activities. Initial _____

7. I understand that by signing this Waiver and Assumption of Risk that I am giving up significant rights that I, my family and heirs have. I further understand that there may be other equestrian groups in the area that would not require me to give up some or all of these rights. Knowing this, I still prefer to use the facilities of Kountz Arena, and Dayle Kountz and therefore I voluntarily give up my rights as described in this agreement.

Initial _____

8. I understand and acknowledge that the RELEASED PARTIES may not be insured (wholly or in part) against any claims or actions by me or others arising out of my participation in equestrian activities and trail rides, lessons and functions. I further understand and acknowledge that the RELEASED PARTIES may not have any health or other medical insurance that would pay for any of my medical or related expenses in case I was injured and therefore I understand that it is my responsibility to provide full medical insurance for any injury which may befall me.

Initial _____

9. I understand and agree that the various provisions of this agreement are severable and the invalidity or inapplicability of any provision shall not affect the validity or applicability of the other provisions. This agreement shall be governed by the laws of the State of Montana. If, under the laws of state in which this document is executed, consents, waivers, releases and/or agreements as set forth herein are required, as a condition of their enforceability, to be in a certain form or to contain special language, such special form or language is deemed incorporated as a reference herein and I covenant that I would have executed and will upon request of RELEASED PARTIES (with retroactive effect to the date hereof), execute an agreement pertaining to the subject matter which contains such special form or language.

Initial _____

10. This agreement represents a complete embodiment of the understandings and agreements between the RELEASED PARTIES and I regarding the subject matter, No representations have been made to me regarding the subject matter except as set forth herein. This agreement may not be modified or rescinded except in a writing executed by an officer of Kountz Arena, and Dayle Kountz.

Initial _____

11. I further understand that if I have any questions about this agreement I will not sign the agreement until after I have consulted an attorney.

Initial _____

12. I represent that I have carefully read each and every one of the provisions hereof, fully understand each provision and consent to be bound thereby. I further acknowledge receipt of a copy of this agreement.

Initial _____

WARNING, DO NOT SIGN THIS WAIVER OF RIGHTS AND ASSUMPTION OF RISK AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD EACH AND EVERY PARAGRAPH.

PRINT NAME AND DATE

SIGNATURE (PARENT
SIGNATURE IF UNDER 18 YEARS OF AGE)

Emergency Contact Information:

Name: _____

Phone: _____