

Windmill Stables

HORSE BOARDING AGREEMENT AND RELEASE OF LIABILITY

(To be completed in full by and for each participant)

BETWEEN THE INDIVIDUAL NAMED BELOW AND HUF STABLES LLC dba WINDMILL STABLES, and all employees, members, or contract labor are hereinafter known as "WINDMILL STABLES" located at 2029 North Cliffe, Richardson, TX 75082.

PLEASE READ CAREFULLY BEFORE SIGNING

We welcome you and are very happy you have chosen WINDMILL STABLES. We will do all we are able to provide a fun and safe experience for you and your family. In order to board here, we require your full understanding and signing of this contract. Serious injury may result from your participation in this activity and WINDMILL STABLES does not guarantee your safety or that of your horse(s).

This Liability Release Agreement, hereinafter referred to as RELEASE, dated this _____ day of _____, 20__, by and between WINDMILL STABLES, hereinafter referred to as "WINDMILL STABLES" and the following named individual, hereinafter referred to as "OWNER" [in the case of a OWNER who is a minor, the parent or legal guardian thereof must co-sign this AGREEMENT], do hereby agree as follows:

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: The term "OWNER" shall herein refer to all the owners 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 also to the specific animal(s) to which this agreement refers. The terms "BOARD" and "BOARDING" shall herein refer to the provision for compensation of daily routine husbandry, food, and physical space for animals by a party who does not generally have financial interest in the animals. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I", "ME" or "MY" shall herein refer to the OWNER(S) and the parents or legal guardians thereof if a minor. This RELEASE and agreement shall be legally binding upon me the registered OWNER, OWNER's parent or guardian if OWNER is a minor, OWNER's heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county in which WINDMILL STABLES is physically located. Any disputes by the OWNER shall be litigated in and venue shall be the county in which WINDMILL STABLES is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void.

AGREEMENT PURPOSE and CONSIDERATION: At the commencement of this agreement OWNER agrees to pay the sum of \$ 650 _____ per _____ month per animal, in addition to a deposit equal to one month's board that will be applied to the last months payment (provided a 30 day written notice was submitted). All unpaid amounts will incur interest at the maximum rate allowed by law. Any returned checks will incur a \$50.00 service fee. In consideration for WINDMILL STABLES undertaking the board of the animal(s) listed below. Monthly charges are to be paid in advance and are due on the 1st day of every month via **Square Point of Sale**.

DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED:

Horse's Registered Name _____ Horse's Barn Name _____
Tattoo, Brands, or Micro-Chip ID# _____ Breed _____
Color / Markings _____ Sex _____
Current Insurer _____ Policy # _____ Insurer Emergency Phone # _____
Disclose Horse's Vices, Unique Habits _____

FEE SCHEDULE FOR BOARDING SERVICES: THIS STABLE shall provide OWNER with a fee schedule for boarding services in advance of the signing of this agreement, which shall become part of this agreement but is subject to change. Boarding under this agreement is defined as “Full Care” which shall include: stall cleaning and replacement of shavings, watering, feeding 3 times daily including grain and hay and the giving of supplements, the application of seasonal blankets (blankets to be provided by boarder) and turnout as agreed. OWNER shall pay THIS STABLE for full care boarding services as defined above and for any extra services as requested by OWNER for routine or emergency medication or care; training/ riding lessons or exercising per additional agreement; tacking up and or cooling down, and/or any additional services requested which are in addition to the description of “Full Care” boarding. AT NO TIME SHALL WINDMILL STABLES be held responsible for damage to tack, equipment or items of personal nature relating to the boarding of the animal(s) listed in Section C. A separate waiver for emergency treatment or giving of medications must also be signed by OWNER. (All payments should be made payable to: WINDMILL STABLES)

THE STABLES FEE MAY CHANGE AT ANY TIME: Should such a change be required, WINDMILL STABLES shall give OWNER no less than 30 days written notice.

BOARDED HORSE HEALTH WARRANTY. Each horse to be boarded shall enter the premises free from transmissible diseases, and must be effectively wormed, and current on ALL recommended immunizations and subsequent shots to be administered by OWNER’S vet and as approved by WINDMILL STABLES on a bi-annual basis for tetanus. The following up-to-date documents must be presented to WINDMILL STABLES by OWNER prior to the entry of horse onto WINDMILL STABLE’S premises:

**Vet. Health Certificate
(Out of State Animals)**

Worming and Immunization Record

Negative Coggins Test

THE STABLES RIGHT TO REFUSE TO BOARD WINDMILL STABLES reserves the right to refuse the continuation of board of any horse(s) for any reason, to include but not limited to: animal’s poor health or unsoundness; dangerous propensities, habits and/or vices which WINDMILL STABLES is not equipped to handle; owner’s refusal to obey stable rules or to cooperate with WINDMILL STABLES on reasonable requests relative to the management , welfare and safety of animals and people on premises; and, also in event of the discontinuation of the business of boarding of horses. In such event, WINDMILL STABLES shall give the OWNER a written notice to remove boarded animal(s) from premises with-in (36) thirty-six hours from receipt of notice. After all fees have been paid in full this agreement is concluded. Failure to pay boarding fees or other charges as due shall also entitle WINDMILL STABLES to immediately terminate this Agreement, and to keep the animal in WINDMILL STABLE’S possession until all fees and charges are paid in full. This shall include any unpaid amounts due to services of the Windmill Stable’s approved Vet or Ferrier.

ROUTINE HORSECARE REQUIREMENT The boarded horse(s) must provide written proof of own or participate in WINDMILL STABLES’S worming, immunization and teeth floating program, the cost of which shall be borne by OWNER. This will be done on a bi-annual basis as coordinated by WINDMILL STABLES and through the Vet which is approved by WINDMILL STABLES.

IN EVENT OF BOARDED HORSE ILLNESS OR INJURY Should the horse(s) become sick or injured, WINDMILL STABLES shall attempt to telephone the OWNER immediately. If the OWNER does not immediately inform WINDMILL STABLE regarding measure to be taken, or if the state of the animal’s health requires immediate action, WINDMILL STABLES is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary. The OWNER shall promptly pay all expenses for all services and execute a Power of Attorney Authorization form to be kept on file by WINDMILL STABLES.

ROUTINE HORSECARE REQUIREMENT The boarded horse(s) must provide written proof of own or participate in WINDMILL STABLES’S worming, immunization and teeth floating program, the cost of which shall be borne by OWNER. This will be done on a bi-annual basis as coordinated by WINDMILL

VISITOR PERMISSION TO HANDLE HORSE(S) In the event someone other than the OWNER enters the permissions to ride or handle the boarded horse(s) at WINDMILL STABLES, such parties must first sign a waiver and have written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse(s).

OWNER ACCEPTANCE OF RESPONSIBILITY OWNER agrees to be responsible for any and all damages, injuries, loss of life caused by or to the animal(s) while in the care, custody and control of the OWNER, OWNER'S family members, invitee or other handler or agent appointed by them, and also for any acts of the horse(s) caused by vices or dangerous behavior not disclosed to WINDMILL STABLES by OWNER. WINDMILL STABLES strongly suggest to maintain personal liability insurance on the boarded horse(s) and to provide WINDMILL STABLES with proof of same. 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 boarded horse(s). OWNER agrees to at all times maintain adequate accident/medical insurance to cover owner and family members.

PERSONAL LIABILITY INSURER _____ POL. # _____
ACCIDENT LIABILITY INSURER _____ POL. # _____

In the event someone other than the OWNER enters the permissions to ride or handle the boarded horse(s) at WINDMILL STABLES, such parties must first sign a waiver and have written permission or other agreed upon pre-arranged permission to remove, handle, or ride specific boarded horse(s).

INHERENT RISKS AND NATURE OF THE HORSE WARNING I UNDERSTAND THAT: Horseback riding and the handling of horses is classified as an inherently dangerous activity, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal, the human, tries to control and become one unit of movement with another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, changing direction or speed, shifting its weight from side to side, bucking, rearing, biting, kicking, or running from danger. Please adhere to the warning as follows:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

PROTECTIVE HEADGEAR WARNING: I AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned by WINDMILL STABLES that all horse handlers should purchase and wear properly fitted and secured protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, while riding or being near horses and I do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries and possibly prevent death from happening as the result of a fall and/or other occurrences. It is understood the headgear provided by WINDMILL STABLES may not be a perfect fit and once provided, RIDER will be responsible for securing headgear at all times. RIDER agrees to abide by WINDMILL STABLE'S policy stipulating that all persons under the age of 18, wear secure headgear while mounted. In addition, the RIDER agrees to abide by the policy of WINDMILL STABLES that stipulates that ANY PERSON JUMPING OBSTACLES ON HORSEBACK MUST WEAR PROTECTIVE HEADGEAR. WINDMILL STABLES **STRONGLY ADVISES THAT ALL PERSONS ON HORSEBACK AND NEAR HORSES WEAR PROTECTIVE HEADGEAR.** RIDERS under 18 must be supervised by a family member, or designated adult, over 18 when jumping obstacles.

CONDITIONS OF NATURE: RIDER understand that WINDMILL STABLES is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE, but not limited to: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; machinery or equipment noise and movement; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural man-made changes in landscape.

INSPECTION OF PREMISES: I UNDERSTAND THAT: RIDER has inspected WINDMILL STABLES'S facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon WINDMILL STABLES'S premises.

DIRECT LOSS TO PERSONAL PROPERTY WARNING: OWNER is hereby warned that while on WINDMILL STABLE'S premises direct loss, damage, theft, or injury to OWNER'S horse(s), tack, equipment and trailer is not covered by WINDMILL STABLE'S insurance. The actual OWNER, having financial interest in such items, must carry his own personal property insurance under a homeowner's, tenant's or other insurance policy, or under a separate policy as in the case of the loss of a horse.

LIEN AGAINST BOARDED ANIMAL: The OWNER hereby grants a possessory lien against the boarded animal(s) to WINDMILL STABLES for the value of all unpaid charges resulting from boarding and rendering any other services to the animal(s); which shall include the bills for services of a Vet or Farrier. Should such charges go unpaid WINDMILL STABLES shall be entitled to exercise the right to enforce said lien according to the laws of THIS STATE OF TEXAS.

OWNER RIGHT OF TERMINATION: Upon 30 days written notice to WINDMILL STABLES the OWNER may terminate this Agreement for any reason. WINDMILL STABLES shall be paid for all fees incurred up to the termination date. After all fees have been paid in full this Agreement is concluded. However, WINDMILL STABLES has the unlimited right to terminate without notice to OWNER for violations of barn rules; medical or unsafe conditions of the animal and theft.

ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I AGREE THAT: Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse (owned or leased) cause injury or damage of any kind I and/or my own personal liability insurance shall pay for such damages. In consideration for the instruction and activity provided, the RIDER or parent/guardian hereby covenants and agrees to provide health and accident insurance on RIDER participating in the horse activities. It is understood that said RIDER, parent/guardian, assumes full financial responsibility for any and all accidents, harm, or injuries incurred while participating in activities at WINDMILL STABLES. In the event of an accident, RIDER authorizes WINDMILL STABLES to arrange for emergency medical treatment as needed.

PHOTOGRAPHY/VIDEO RELEASE: I DO _____ DO NOT ____ grant to WINDMILL STABLES, its representatives and employees the right to take photographs/videos of me or my child (if under 18 years old) and my property in connection with WINDMILL STABLES's activities. I authorize WINDMILL STABLES, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that WINDMILL STABLES may use such photographs/videos of me or my child (if under 18 years old) with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

LIABILITY RELEASE: In addition to a separate Horse Riding Agreement and Release of Liability to be executed by OWNER, the consideration of WINDMILL STABLES undertaking the board and relating services under the terms set forth herein, I the undersigned OWNER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns do agree to hold harmless and release and discharge WINDMILL STABLES, it's owner, agents, employees, independent contractors, officers, directors, assigns, members, premises owners, insurers and affiliated organizations and others acting on WINDMILL STABLE'S behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to WINDMILL STABLE'S ordinary negligence; and I do further agree that except in the event of this of and from all claims, demands, causes of action, and legal liability, whether the same be

known or unknown, anticipated or unanticipated, due to WINDMILL STABLES'S and/or its Associates' ordinary negligence; and I do further agree that except in the event of WINDMILL STABLES'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against WINDMILL STABLES and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to, or loss by death, of the boarded animal(s), and/or sustained by me and/or my minor child and/or legal ward in relation to the premises and operation of WINDMILL STABLES, to include while riding, handling or otherwise being near horses owned by or in the care, custody, and control of WINDMILL STABLES, whether on or off the premises of WINDMILL STABLES. OWNER, OWNER'S parent or guardian if OWNER is a minor, additionally grants WINDMILL STABLES permission and all rights to use any photograph of OWNER, taken on WINDMILL STABLES premises or at any WINDMILL STABLES activity, in any WINDMILL STABLES promotion or marketing effort.

I UNDERSTAND THAT: WINDMILL STABLES and its Associates are relying on this waiver and release of liability, and that absent my signing this waiver and release of liability, (A) I would not be allowed to engage in equine activities, or in any other activities whatsoever, with respect to WINDMILL STABLES, and (B) WINDMILL STABLES and its manager would not enter into a boarding or lease contract with me.

SIGNER STATEMENT OF AWARENESS
I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

_____ Date: _____
SIGNATURE OF OWNER (Parent must sign for owner 17 & under)

_____ For : _____
SIGNATURE OF PARENT, GUARDIAN (Please print)

Address: _____ Phone: _____

Email: _____ Cell Phone: _____

Emergency Contact: _____ Relationship: _____

Phone number: _____

_____ by: _____
SIGNATURE OF WINDMILL STABLES Authorized Representatives Signature Title