

Boarding Liability Waiver



Knight's Ridge Riding Center
Owner Jodie Knight
Mobile/Office/Home: 252-536-1485
1646 Everett's School Rd,
Roanoke Rapids NC 27850
knightsridge@yahoo.com
www.knightsridgeridingcenter.com

Witness this Agreement this ___ day of _____, 20___, by and between Knight's Ridge Riding Center hereinafter referred to as "Farm", and the individuals undersigned, hereinafter referred to as "Owner". This Agreement will be deemed to be executed upon the date of signing by both parties.

- 1. Fees, Terms, and Locations.** Owner acknowledges and accepts the monthly rate of full board \$550, pasture board \$350 or half lease \$250 per equine and the terms set forth in this Agreement. Monthly payments shall be made in advance of the date upon which this agreement was signed, i.e. of the month. In the event the monthly payment is ten (10) days late, the Farm shall be entitled to exert a lien against subject horse and/or any property and/or equipment Owner has on the Farm's premises for the amount due in accordance with the laws of the State of North Carolina. This Agreement shall be deemed terminated and concluded upon the payment of all fees and the removal of the horse from the Farm located at 1646 Everett's School Rd Roanoke Rapids NC 27870, OR 296 Hockaday Rd Roanoke Rapids NC 27870 or both. parties to this Agreement agree to give at least a 30 days' notice of their intention to terminate this Agreement.
- 2. Feed, Facilities, and Services.** Farm agrees to provide adequate feed for full board under normal and reasonable care required to maintain the health and well-being of the Owner's equine(s). Owner acknowledges that Owner has been given an opportunity to inspect the Farm and finds same to be in safe and proper order. The standard services to be provided herein and the charges associated with those services are subject to change at the Farm's discretion. There could be added fees pertaining to additional feed, facility, or services above and beyond what is specified in the standard agreement. The expenses will be added onto the monthly boarding agreement.
- 3. Risk of Loss and Standard of Care.** During the time that the equine(s) is/are in the custody of the Farm, the Farm shall **NOT** be liable for any sickness, disease, estray, theft, injury, or death which may be suffered by the equine(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said equine(s). The Owner fully understands that the Farm does not carry any insurance on any equine(s) not owned by the Farm, for boarding or for any other purposes, whether it be public liability, accidental injury, theft, or equine mortality insurance, and that all risks connected with boarding of for any other reason for which the equine(s) are in the possession of, and/or on the premises of the Farm, are to be borne by the Owner.

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4. **Hold Harmless.** Owner agrees to hold the Farm harmless from any and all claims arising from damage or injury caused by Owner's equine(s) to anyone or and/or anything, and defend the Farm from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of subject equine(s) boarded at the Farm.
5. **Emergency Care.** Farm agrees to attempt to contact Owner should the Farm feel that medical treatment may be needed for subject equine(s), but, if the Farm is unable to contact Owner, the Farm is then authorized to secure emergency veterinarian and/or farrier care necessary for the health and well-being of the subject equine(s). All costs of such care secured by the Farm shall be paid by the Owner to the Farm within two (2) weeks from the date the Owner receives notice thereof, or the Farm is authorized, as the Owner's agent, to arrange direct billing to the Owner. The Farm shall assume that, in the event of colic or other life-threatening illness and the Owner is unable to be contacted, the Owner desires that surgical care, recommended by a veterinarian, foregone unless expressly instructed herein. Furthermore, if surgery is waived for subject equine(s), and the veterinarian recommends euthanasia, the Owner authorized the Farm, as Owner's Agent, to instruct the veterinarian to humanely euthanize the subject equine(s). Owner agrees to notify the Farm of any and all changes of addresses, emergency telephone numbers, itineraries, or other information reasonably necessary to contact the Owner in the event of an emergency. In the event the Owner departs for vacation or is otherwise unavailable, prior to departure, the Owner shall notify the Farm with respect to an alternate party who is authorized to make decisions in the Owner's absence with respect to the health, well-being, and/or medical treatment of the subject equines(s).
6. **Limitation of Actions.** Any action or claim brought by the Owner against the Farm for breach of this Agreement must be brought within one (1) year of the date such loss or claim occurs.
7. **Shoeing and De-worming.** Owner agrees to provide necessary shoeing and de-worming of the equine(s) as is reasonably necessary at Owner's expense. Owner agrees to provide the Farm with subject equine(s) health records. Furthermore, the Owner agrees to have the equine(s) de-wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to the Farm within two (2) weeks from the date of such services or veterinarian treatment, the Farm is authorized to arrange for such treatment, but is not obligated to do so. Any and all such expenses shall be the obligation of the Owner, and upon receipt of the bill from the Farm for said services rendered, Owner shall pay the bill within one (1) week from the date of receipt.
8. **Ownership and Coggins Test Results.** Owner warrants that he/she owns the equine(s) and will provide satisfactory proof of the negative Coggins Test results before equine enters the premises of Farm.
9. **Changes and/or Termination of this Agreement.** It is agreed by the parties that this Agreement may be changed or terminated upon 30 days' notice. All notices must be in writing only. In this Agreement, email and text messages are to be construed to serve as written notifications.
10. **Rules and Regulations.** The Owner agrees to abide by all the rules and regulations of the Farm. In the event that someone other than the Owner shall call for the equine(s), such person must have written authority signed by the Owner in order to obtain or use said equine(s).

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11. **Right of Lien.** The Owner is hereby put on notice that the Farm has a right of lien as set forth in the laws of the State of North Carolina, for the amount due for the board and keep of subject equine(s), and also for storage and services, and shall have the right, without the process of law, to retain subject equine(s) until the amount of said indebtedness is satisfied. However, the Farm will not be obligated to retain and/or maintain the equine(s) in question in the event the amount of the indebtedness exceeds the anticipated unregistered value of the equine(s). In the event the Farm exercises the Farm's lien rights as described above for nonpayment of a debt, this Agreement shall constitute a Bill of Sale and authorization to process Transfer Applications from any and all breed registries as may be applicable to subject equine(s) upon affidavit by the Farm's representatives setting forth the material facts of the default and foreclosure as well as the Farm's compliance with foreclosure procedures as prescribed by law. In the event collection of this account is turned over to an attorney, the Owner agrees to pay all attorney fees, costs, and other related expenses for which a minimum charge of a thousand dollars (\$1000) will be assessed.
12. **Property in Storage on Farm's Premises.** Owner may store certain tack on the premises. The Farm shall not be responsible or liable for the theft, loss, damage, or disappearance of any said tack or property stored at the Farm.
13. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities under North Carolina law, and hereby expressly assumes all risks associated with participating in such activities.
14. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina statutes. I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE.
15. **Entire Agreement.** This Agreement represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in this Agreement. This Agreement is made and entered in the State of North Carolina and shall be interpreted and enforced in accordance with the laws of said State.
16. **Enforceability of this Agreement.** This release shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable or illegal, the remaining terms shall be enforceable.

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SIGNER STATEMENT OF AWARENESS

OWNER REPRESENTS THAT OWNER HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT, LIABILITY RELEASE, ASSUMPTION OF RISKS, AND INDEMNIFICATION PROVISION. OWNER FURTHER UNDERSTANDS THAT BY SIGNING THIS DOCUMENT, OWNER IS GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. OWNER ATTESTS THAT ALL FACTS ARE TRUE AND ACCURATE. OWNER IS SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

OWNER'S SIGNATURE (OR AUTHORIZED AGENT) DATE _____

OWNER'S NAME (PRINTED)

SIGNATURE OF PARENT OR GUARDIAN (IF OWNER IS A MINOR) DATE _____

Address in Full _____

Mobile Phone # ()- -

E-mail _____

Emergency Contact Relationship to Owner Phone Number _____

FARM OWNER'S SIGNATURE (Jodie Knight) DATE _____

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Horse Information Sheet

Horse's Name: _____ Markings/Branding: _____

Horse's Breed: _____ Color: _____

Horse's Age: _____ Gender: _____

Insurance Provider: _____ Provider's Phone #: _____

Insurance Policy #: _____

Veterinarian's Phone #: _____

Farrier's Name: _____ Farriers Phone #: _____

Horse's Medical History (dates of past colic, founder, any allergies, other)

Last date of vaccination and type(s):

Last date of de-worming and type:

We require annual vaccinations and de-worming Twice a year. Please provide details of supplements. SmartPaks, etc.

We give two (2) scoops grain and free choice hay are given daily. Any special grains/supplements?

Owner's Signature: _____

Date _____