

BEARCAT RANCH BOARDING CONTRACT

Dated this _____ day of _____, 20__ between BearCat Ranch of 6332 Beaton Road, Cherry Creek, B.C. (Phone 571-1055, Res. 571-1057), hereinafter referred to as "the Stable", and _____ of _____, hereinafter referred to as "the Boarder".

Whereas the Boarder declares that he or she is the lawful owner or lessee of a horse described as follows: Breed _____ Gender ____ Birth Year _____ Negative Coggins Date _____ Registered Name _____ and he or she wishes to secure adequate facilities for the care and maintenance of the aforesaid horse; and the Stable wishes to provide suitable facilities and care for the aforesaid horse in return for a board of \$_____ per _____, and whereas the effective start date of this contract shall be the _____ day of _____, 20__.

Witnesseth that in consideration of the mutual covenants herein contained, the parties agree with each other as follows:

1. Prior to entering the above Stable premises, the Boarder must demonstrate proof that the aforementioned horse has current inoculations for tetanus, strangles, influenza and Eastern & Western Encephalomyelitis, current de-worming and a current (within 6 months) Negative Coggins (EIA) Report. These must be kept current with all costs being the responsibility of the Boarder. Horses that leave the Stable premises will not be allowed to re-enter if the above conditions are not satisfied.
2. The term of this contract shall be indefinite with the board due and payable in advance, by cash or post-dated cheque. Initial payment for monthly board shall include payment for the first and last month, and is non-refundable. Payment of monthly board is due no later than the first day of each calendar month.
3. The Boarder acknowledges and agrees to abide by the posted rules of the Stable, including changes and additions that may be made from time-to-time.
4. Thirty-days notice shall be given for any increase to monthly board.
5. This contract may be terminated by either party by giving the other 30 days written notice, or by the Stable, without notice, if:
 - a. the board is over 30 days in arrears; or
 - b. if the aforesaid horse becomes unruly or vicious, or is a possible danger to people, other animals, the facilities, or itself; or
 - c. the Boarder, despite repeated warnings, continues to disregard the Stable rules and/or the terms of this contract.
6. The Stable is not required to issue a refund for unused portions of the monthly board.
7. If the board is in arrears, the Boarder has 30 days to bring the board up to date, after which time the Stable has the right to sell or dispose of the aforesaid horse privately or at auction to recover the unpaid board plus any additional costs incurred, including, but not limited to, feed, veterinary, transport, and legal fees.
8. The Stable covenants to provide the following facilities for the use of the Boarder:
 - a. outdoor riding arena (shared)
 - b. round pen (shared)
 - c. one locker and saddle rack in the Tack Room.

The Boarder acknowledges and accepts, without compensation, that the aforementioned facilities may be unavailable from time-to-time due to maintenance or renovation.

9. The aforesaid horse will be housed as follows: Full Board Corral Board
and provided twice per day with Grass Hay or Grass-Alfalfa Hay at a rate up to approximately 2% of

estimated body weight per day. Any additional (supplementary) dietary requirements are the sole responsibility of the boarder and must be provided at the sole cost of the boarder. At the sole discretion of the Stable, and with the explicit approval of the Boarder (as indicated below), pasture grazing may be substituted for one or more daily hay feedings. **The Stable may may not substitute pasture grazing for one or more daily feedings as outlined above (Boarder's Initials: _____).**

10. The Stable does not assign horses to one particular corral or stall, but reserves the right to, at the Stable's discretion and without notice, move any horse to an alternative corral or stall as may be necessary for any reason including, but not limited to, safety, maintenance, or renovation. The Boarder is not permitted to move the aforesaid horse to any corral, stall, pasture, or field without the explicit permission of the Stable.
11. The Boarder has inspected the facilities and/or in the absence of inspection deems the facility safe and suitable.
12. All risk to third parties shall be at the risk of the Boarder.
13. The Boarder has obtained and can demonstrate proof of relevant and suitable third party liability insurance upon entry to the Stable premises, and agrees to maintain said liability insurance for the duration of this contract.
14. The Boarder agrees to the terms of, and has signed, the Bearcat Ranch Release of Liability and Indemnity Agreement, and will provide the Stable with an additional signed and witnessed Bearcat Ranch Release of Liability and Indemnity Agreement for each and every guest immediately upon the arrival of said guest to the Stable premises, including, but not limited to, family members, friends, coaches, trainers, assistants, or any other person acting on the Boarder's behalf, that may come into contact with, or be within an enclosed area with, any horse(s) while on the Stable premises.
15. The Stable is not responsible for any injury to, or sickness of, any horses left in their care.
16. In the event of illness or injury to the aforesaid horse the Boarder agrees to pay all veterinary care and service costs. If the problem occurs when the Boarder is not in attendance or cannot be contacted within reasonable time as determined by the Stable, then the Stable, at its discretion, has the right to obtain professional veterinary help immediately for which services the Boarder agrees to be financially responsible. In the event of death of the aforesaid horse, the Boarder agrees to immediately remove, and properly and legally dispose of the remains. Any associated costs will be borne solely by the Boarder.

STABLE

BOARDER

WITNESS

**BEARCAT RANCH
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

THIS RELEASE CONTAINS IMPORTANT LIMITATIONS OF LEGAL LIABILITY; PLEASE READ CAREFULLY.

I hereby acknowledge that competitive and pleasure horse riding and training contain inherent risks of injury and damage to me personally, to my horse, to my equipment and to third parties.

In consideration of BearCat Ranch accepting my application for boarding of my horse and/or permitting my use of the property and any adjoining property in their care, custody or control along with any parking and other facilities, I hereby, for myself, my heirs, executors and administrators waive, release, discharge and hold harmless BearCat Ranch, its owners, officers, directors, members and agents and all individuals affiliated with thereof and all other persons and organizations in any way affiliated with the events, property boarding, lessons or any other activity described herein, their representatives, heirs, administrators and assignees from any and all right, claim, or liability for damages or for any and all injuries that might be sustained by me including injuries to animals from any and all claims of any kind or nature that I might have as a result, or arising out of my participation, caused by my own act or the acts of anyone or any animal.

I further agree that I will defend, indemnify and hold harmless, BearCat Ranch, its owners, officers, directors, members and agents or any of them against all claims, demands and causes of action including court costs, legal 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 of nature whatsoever whether known or unknown and expressly waive any benefits that I may have.

I will maintain in effect a minimum of \$1,000,000 third party liability insurance on any horse(s) I have boarded at BearCat Ranch, with BearCat Ranch (Karl Hutchings) named as an Additional Insured.

This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

I acknowledge that I have read the foregoing paragraph and know and understand the content thereof:

Executed this _____ Day of _____, 20____, at _____.

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

PHONE: _____ AGE: _____ (if under 18)

SIGNATURE: _____ WITNESS: _____

MINORS MUST HAVE THE LIABILITY SIGNED BY THEIR PARENTS OR LEGAL GUARDIANS

We, the undersigned parents or legal guardians of _____, for and in consideration of participation of said minor child in the province, have read this Release of Liability and Indemnity Agreement, and hold harmless BearCat Ranch, its owners, officers, directors, members and agents and all individuals affiliated with thereof and all other persons and organizations in any way

affiliated with the events, property boarding, lessons or any other activity described herein, their representatives, heirs, administrators and assignees, and we expressly agree that the terms and conditions of this Release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child or his or her horse may sustain or cause as a result of said participation. We further warrant that we have health and accident insurance on said minor child. I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ Day of _____, 20____, at _____.

Name of Parent(s) or Legal Guardian(s): _____
(PLEASE PRINT)

We acknowledge that we have read the foregoing paragraphs and know and understand the content thereof:

SIGNATURE (Parent or Guardian)

WITNESS

SIGNATURE (Parent or Guardian)

WITNESS