

## SUPERSTITION STABLES LLC

## **BOARDING AGREEMENT**

Please fill in the information requested below. Read carefully before initialing and signing. This Agreement includes: 1) Boarding Agreement and Information Request, 2) Assumption of Risk and Release of All Liability, 3) Rules and Responsibilities of Participant/Boarder and 4) Horse Health Requirements (separate document as needed).

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This Boarding Agreement ("Agre between	ement") is made and entered into this	("Boarder"), of
		(Address of Boarder), and Superstition
Stables LLC ("Superstition"), of 2	151 N. Warner Drive, Apache Junction, Arizona.	
conditions, covenants/promises horse(s). When signed by both p	parder intend that this Agreement shall set forth, and restrictions, as well as, the standards and cri arties, this Agreement shall be legally binding an their agents, employees or representative.	iteria for the boarding and care of Boarder's
and/or horse trailers on premise	n of this Agreement is from QTY of horses es. The term may be extended to a month by mone by tenant to Superstition Stables. Please call a deprise (s).	th basis thereafter. Termination of agreemen
Rules & Regulations or failure to and return it to Superstition Stattermination for Acts of God, Natuetc.) and/or Acts of Terrorism th Management). Notwithstanding, discretion, to terminate this Agre Superstition determines that the Superstition exercises its termin. Living Quarters or any vehicles to	ay terminate this Agreement immediately upon vabide by this Agreement; including the failure to bles which will result in trespassing and an immediatel Disasters (to include but not limited to flood, at prohibit Superstition from providing safe servanything herein to the contrary, Superstition has been and any other agreement(s) entered into Boarder and/or Boarders horse are in danger to ation rights hereunder, Boarder shall immediate enant has on the property of Superstition Stables tition whatsoever, except for the return of any ur	o complete and sign this Boarding Agreement ediate eviction of premises. Immediate , fire, devestating wind storms, pandemics, vices (at the discretion of Superstition s the immediate right, in its sole and absolute between Superstition and the Boarder if o any person or property. In the event that ly remove its horse(s), RV, Horse Trailer s, as well as occupants thereof. Boarder shall
deposit will not be used for rent shall be used to guarantee the ac space rental and/or boarding fee by boarder's/horse(s) use or occ the Boarder within thirty (30) da Superstition does not hold secur	A security and damage deposit ofduring your stay. This is a security and damage decommodations represented by Superstition and as and to pay cost of damage to the premises, of a supancy of the premises (and that of guests, etc) ays following termination or expiration of this Agity and damage deposit in trust. Superstition will eposit with other deposits and funds.	deposit only. The security and damage deposit the security to Superstition against unpaid any; other than normal wear and tear caused ) The remaining deposit shall be returned to greement. Boarder acknowledges and agrees

4. **Services & Charges:** Superstition agrees to board and feed the horse(s) as per the monthly fee schedule included in this agreement. Any additional service may be requested, in writing, by the Boarder, however, Superstition's failure to receive such written confirmation shall not relieve the Boarder of its obligation to pay for services at the agreed upon price, actually performed or furnished by Superstition at the request of the Boarder or any authorized rider/handler. Rates are subject to change with a written 30-day notice from Superstition. Once horse(s) are assigned stall(s) or paddock, there will be no switching or moving without the express permission of Superstition Stables Management. If there is permission given, it may incur a cleaning fee between \$30.00 - \$100.00, depending on the situstion and condition of the stall/paddock. This includes <u>all</u> stalls and/or paddocks at the Superstition Stables. Self Care Stalls; please bring your own muck buckets and rakes to clean stall as we do not guarantee such to always be available.

- 5. **Payment Obligation & Due Date:** Monthly boarding and services fees are due and payable on the 1<sup>st</sup> day of each calendar month, no later than the 5<sup>th</sup> day. (There is a mail slot at the office for your convenience.) Payment of boarding and service fees on a monthly basis is for the convenience of the Boarder only, as Boarder is obligated to pay boarding and service fees for the entire term of this Agreement. All unpaid and delinquent fees charges shall incur a \$25.00 per month late fee. A deposit must be paid against any damage that may occur. Rent on the living quarters space and horse stalls are due and payable up front. If we have an opening and you wish to extend your stay, that amount is due in advance as well. All fees and charges are the direct obligation of the Boarder and Superstition may institute legal proceedings against the Boarder, its successors and assigns to collect unpaid fees and charges, accrued interest at the rate of 18% per annum and reasonable attorney's fees and cost.
- 6. **Authorization of Riders & Handlers:** Boarder agrees that no one shall be allowed to ride or act as a handler or trainer for the horse(s) before completing, signing and returning to Superstition, 1) the Assumption of Risk and Release of Liability and 2) the Rules & Responsibilities forms. To terminate or discontinue the authorization of any rider, handler or trainer, Boarder shall notify Superstition in writing.
- 7. **Veterinarian Treatment & Emergency Care:** Superstition will observe the horse(s) daily and if in Superstition's sole judgment Superstition determines the horse(s) are injured, sick or otherwise in need of veterinary care, Superstition will notify the Boarder by telephone (as listed on the Emergency Contact Information Sheet). If Superstition is unable to reach Boarder in person (or telephone message is not returned within 24 hours) or in an emergency situation, Superstition will contact the local Veterinarian designated on the Emergency Contact Information Sheet. The Boarder hereby authorizes such Veterinarian to render care at the Boarders expense as necessary for the welfare of the horse(s). The Boarder releases Superstition from all liability and indemnifies it against all expenses incurred.

It is the responsibility of the owner to observe the horse(s) daily and if in their judgement determines the horse(s) are injured, sick or otherwise in need of veterinary or horseshoer care, they will notify Superstition Management of the situation and they are responsible to make arrangements for tretment needed. The Boarder releases Superstition from all liability and indemnifies it against all expenses incurred.

Boarder acknowledges and agrees that Superstition, in its sole and absolute discretion, has authority to quarantine Boarders horse(s) if it deems it necessary. Boarder further agrees to indemnify Superstition against any loss for its failure to provide medical care to its horse(s); for example only, if Boarders horse(s) has some contagious illness and Boarder fails to or refuses to adequately treat said illness, whereupon one or more other horses become ill or die as a result thereof, then Boarder agrees to indemnify Superstition pertaining to any loss arising there from. Boarder also agrees to keep the horse(s) medical records and farrier records current and to provide copies of such to Superstition.

- 8. **Tack & Storage:** Storage for tack and related items are allowed for all Boarders in the Community Tack Room. Individual Tack Rooms may be rented, if available. Regardless of where tack is stored, Superstition has no liability or responsibility for the loss, damage or theft of personal property on the premises and Boarder assumes all responsibility for any personal property.
- 9. **Covenant Not to Sue:** Boarder promises not to sue, to hold harmless, defend, reimburse and indemnify Superstition and their directors, adminitrators, employees, volunteers, agents, sponsors, independent contractors, insurance carriers and all others who are involved in this equine activity for any present or future claim Boarder may have (including ordinary negligence of Superstition, their agents, organizers, volunteers and instructors) arising from my participation in the equine (horse) activity. Boarder further agrees to pay all costs and attorney's fees incurred by Superstition in investigating and defending a claim brought by the Boarder or Boarder's spouse, heirs, estate or assigns on behalf of the Boarder.
- 10. **Stablekeepers/Agistors Lien:** Superstition shall have and Boarder hereby grants to Superstition a lien against the horse(s) and other personal property of Boarder on the premises fal all amounts owed by Boarder to Superstition pursuant to this Agreement. In addition to all other available remedies, said lien may be foreclosed and the horse(s) and said property may be sold subject to the provisions of applicable law, and proceeds applied by Superstition in satisfaction of Boarders account, to include but not limited to, costs of storage, attorney's fees, boarding and costs of sale.
- 11. **Minors:** Boarder acknowledges and agrees that no minor (any individual under the age of 18) shall be permitted on the premises for any purpose whatsoever. Boarder covenants and agrees that the obligations and responsibilities set for in Section 9 and elsewhere in this Agreement shall cause Boarder to waive any and all claims against Superstition if a minor is brought on to the premises by Boarder and the minor is injured. Boarder further covenants to indemnify and defend Superstition against any loss of any types or nature if it breaches the terms of this section.
- 12. **Miscellaneous Provisions:** Boarder further expressly agrees this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arizona and that if any portion thereof is held to be invalid, it is agreed that the balance

shall, notwithstanding, continue in full force and effect. Likewise, Boarder agrees that if legal action is brought, full snd sole jurisdiction and venue shall be in the Courts of Pinal County, State of Arizona.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND I AM RELINQUISHING SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE FOR INJURIES, DEATH OR PROPERTY DAMAGE SUSTAINED BY MYSELF.

I FURTHER ACKNOLWLEDGE I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY INCLUDING THAT DUE TO NEGLIGENCE BY SUPERSTITION TO THE GREATEST EXTENT ALLOWED BY LAW IN THE STATE OF ARIZONA.

I RECOGNIZE THAT EQUINE ACTIVITIES SRE DANGEROUS AND I AGREE TO ACCEPT ANY AND ALL RISKS ON BEHALF OF MYSELF AND MY EQUINE.

# **BOARDER INFORMATION:** Boarder Name: Phone: (H) Mailing Address: \_\_\_\_\_(W) \_\_\_\_\_(C) Boarders Email Address: Make/Model/License Plate #/Color of all vehicles parked at Superstition Stables: **BOARDER:** Signature: Date: Printed Name: Signature: \_\_\_\_\_\_ Date:\_\_\_\_\_ Printed Name: **SUPERSTITION STABLES:** Signature: \_\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



# **SUPERSTITION STABLES LLC**

# ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITY

# THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, YOUR INITIALS AND SIGNATURE BELOW INDICATES YOU HAVE FULLY READ AND UNDERSTAND THIS DOCUMENT

I,
 Initial
Assumption of Risk: Participation in any type of equine (horse, pony, mule, donkey or ass) activity has certain inherent risks and regardless of the precautions taken, it is impossible to ensure the safety of the participant. Participating may also involve the passive activity of observing the horse related activity or being in the immediate area. Horses are strong and unpredictable animals and weigh an average of 1000 to 1500 lbs. A fall from a horse can be a minimum of 5 feet down to the ground. Horses have the tendency to have unpredictable reaction to sounds, sudden movements and unfamiliar objects. Some of the injuries that can occur include, but not limited to, injuries to the neck, shoulders, back, facial, and other body parts, bruises, strains, pulled muscles, ruptured disks, broken bones, lacerations and personal property damage or loss due to falls, actions of other participants, malfunction of any equipment used in saddling, leading and/or horse containment, as well as the possibility of paralysis and/or death.
 _ Initial
Arizona Law: I understand the following is Arizona Law:
AN OWNER, LESSOR OR AGENT OF ANY RIDING STABLE, RODEO GROUND, TRAINING OR BOARDING STABLE OF OTHER PRIVATE PROPERTY THAT IS USED BY A RIDER OR HANDLER OF AN EQUINE WITH OR WITHOUT THE OWNER'S PERMISSION IS NOT LIABLE FOR INJURY TO OR DEATH OF THE EQUINE OR THE RIDER OR HANDLER Arizona Revised Statute § 12-553
 Initial
<b>Application:</b> I understand this Assumption of Risk and Release of All Liability (Release) covers more than equine activities. This Release includes horse related and other outdoor and ranch type activities that occur in conjunction with Superstition boarding facility and activities, including but not limited to, merely being present and observing such activities, transportation to and from such activities, such as rail riding, and the day to day care of equine being boarded and cared for.
_ Initial
<b>Equipment:</b> I agree Superstition is not responsible for furnishing any items of equipment to Me, my minor child(ren) and/or my equine, whether requires by Superstition's Rules and Responsibilities Agreement or not. Regardless of whether the equipment I use was manufactured for equestrian or other activities, I understand and agree Superstition is not responsible for assuring that any equipment will protect me, my minor child(ren) or my equine from injury, death and/or property damage.
 _ Initial

or connected to the boarding, including but not limited to, riding, leading, feeding, providing water, tying and grooming of said horse(s). Superstition will not be liable for any theft, destruction, loss or damage caused to any of Boarders/Minors/Guests property, or any other cause of action arising from or connected to the Boarders/Minors/Guests property while on the premises of Superstition or while involved with Superstition activities. Initial **Conditions:** I understand that the riding arenas, round pens, tack rooms, pastures, paddocks and facilities MAY NOT BE MAINTAINED. I understand that there may be hidden or obvious natural or unnatural DANGEROUS conditions at Superstition and I agree that Superstition has NO DUTY TO INFORM ME OF THESE CONDITIONS. I also understand conditions can change in an instant and I agree that I am responsible to be aware and inspect, as needed, for my own, my minor child(ren) and/or my equines safety. Initial **Premises:** I have inspected the property and/or I am satisfied that the condition of the property will provide an adequate and reasonable level of safety for myself, my minor child(ren) and/or my equine. All people who are handling horses, including boarders, guests, invitees and others must wear proper riding boots or leather footwear covering the ankle. No sneakers or sandals permitted when handling horses. I will promptly notify a Superstition Stable employee of any malfunctioning, defective or faulty equipment and any hazardous conditions. Lunging is only permitted in the round pens or rodeo area. Do not help yourself to hay or alfalfa. If you would like to purchase extra hay/alfalfa for your horse(s), please contact barn staff. Initial Waiver of Liability: I understand the potential dangers that could occur while participating in equine activities that include, but not limited to, grooming, leading, saddling of equine, walking around and/or petting equine, ground work and/or being in the same immediate area of an equine, riding an equine, trailering, feeding and providing water to the equine. In consideration for the boarding services of Superstition, I (on behalf of my spouse, heirs, estate and assigns), do hereby release, waive and forever discharge Superstition, and all others who are involved in the Superstition equine activities from any and all claims and shall not hold liable in any way for any injury, death, or other damage, loss or theft of property resulting in my own, my minor child(ren) and/or my equines participation, including but not limited to, the ordinary negligence of any party as a result of participating in the equine activity at or on Superstition property or any activities incidental thereto or however the same may occur. Initial **Covenant not to Sue and Indemnification:** I promise not to sue, to hold harmless, defend, reimburse, and indemnify Superstition and their directors, officers, administrators, employees, volunteers, agents, sponsors, independent contractors, insurance carriers and all others who are involved in Superstition activities for any present or future claim I or my minor child(ren) might have, (including ordinary negligence of Superstition and their agents, instructors, volunteers and directors) arising from my own, my minor child(ren) and/or my equines participation in Superstition activities. I further agree to pay all costs and attorney's fees incurred by Superstition in investigating and defending a claim brought by me and/or my minor child(ren) or on behalf of my spouse, heirs, estate or assigns. Initial Severability and Venue: I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, Covenant not to Sue and Indemnification agreements are intended to be as broad and inclusive as permitted by the law of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Pinal County, State of

Arizona or in the appropriate Federal Court in the State of Arizona.

Initial

**Risk of Loss:** While my horse(s) are boarded and/or involved in activities at Superstition, Superstition will not be liable for any sickness, disease, theft, death or injury suffered by said horse(s) or any other cause of action arising from

Medical & Veterinatian: I assert I have disclosed any and all health issues or medication that is relevant to Boarder/Guest/Invitees participation of any activities at Superstition Stables. I will cease any and all activity at Superstition Stables and promptly report any unusual feelings (e.g., physical discomfort, nausea, trouble breathing, apparent injury) and fill out Superstition Incident Form available at the Barn Office. I agree that Superstition Stables and their agents can administer emergency first aid and CPR when deemed necessary and is available by Superstition Stables and/or their agents. I authorize Superstition Stables and their agents to secure medical and/or veterinary care when it is deemed necessary by Superstition Stables and/or their agents. I authorize emergency transport to medical and/or veterinary care should that be deemed necessary by Superstition Stables and/or their agents. I authorize Superstition Stables and their agents to share my medical information with emergency or medical personnel if deemed necessary by Superstition Stables and/or their agents. I agree to assume all costs of care and transportation listed above.

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Children: Children under the age of 14 must be supervised by a responsible adult at all times, and may not yell, run or otherwise spook the horses ANYWHERE ON THE PROPERTY. No children are allowed on or around the tractors, golf carts or any other equipment, whether running or not. No baby strollers, bicycles, motorized vehicles or toys likely to spook the horses are permitted without prior approval of Superstition Stables Management. \* All minors/children will be made aware of these rules and regulations by their Guardian. NO CHILDREN/MINORS ARE ALLOWED ON THE PROPERTY WITHOUT THEIR LEGAL GUARDIANS AGREEING TO AND SIGNING THIS RULES AND RESPONSIBLITIES AGREEMENT AND THE ASSUMPTION OF RISK AND RELEASE OF ALL LIABILITY DOCUMENT. Any Boarders that have minors who are on the premises are responsible for the minor to follow all the rules stated in this Rules and Responsibilities Agreement. All minor riders, anyone under the age of 18, must wear a properly fitted riding helmet with the chinstrap securely fastened. All equipment and safety items, such as the riding helmet, are the responsibility of the Boarder. Any minor who is not wearing a properly fitted helmet will be asked to immediately dismount and return their horse to the stall until the appropriate riding helmet is used. On the second violation of this rule, the Boarders boarding. All minors must wear closed-toed footwear at all times even if not riding or handling a horse. Bare feet, sandals or other footwear that leaves the foot exposed is prohibited.

\_\_\_\_Initial

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I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM RELINQUISHING SUBSTANCIAL RIGHTS INCLUDING THE RIGHT TO SUE FOR INJURIES, DEATH OR PROPERTY DAMAGE SUSTAINED BY MYSELF, MY MINOR CHILD(REN) AND/OR MY EQUINE.

I FURTHER ACKNOWLEDGE I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY INCLUDING THAT DUE TO NEGLIGENCE BY SUPERSTITION TO THE GREATEST EXTENT ALLOWED BY THE LAW IN THE STATE OF ARIZONA.

**Capacity:** My signature below represents that I have read and understand this entire Agreement and Release, and that I am 18 years of age or older.

I RECOGNIZE THAT EQUINE ACTIVITIES ARE DANGEROUS AND I AGREE TO ACCEPT ANY AND ALL RISKS on behalf of myself, my minor child(ren) and/or my equine.

I AGREE TO ADHERE AND FOLLOW ALL THE RULES AND RESPONSIBILITIES LISTED ON THE RULES AND RESPONSIBILITIES OF BOARDER AND GUESTS DOCUMENT I HAVE INITIALED.

BOARDER:	
Signature:	Date:
Printed Name:	



## **SUPERSTITION STABLES LLC**

### RULES AND RESPONSIBILITIES

Participant/Boarder must sign on the next page to show agreement with each rule and responsibility.

#### General:

- No abuse of alcoholic beverages. Drugs will NOT be tolerated on premises at any time.
- All guests and invitees are the responsibility of the Boarder and sign Assumption of Risk and Release of All Liability and Rules & Regulation forms before being allowed on premises.
- Riders will be under control at all times while on the horses, be courteous to riders and always remain aware of surrounding activity.
- No riding in the isle ways.
- Everyone must clean up after themselves and their horse(s) immediately after the use of tack room areas, aisle ways, arenas, round pens and wash stations.
- No dumping of manure anywhere other than the manure pile and nothing is allowed in the pile other than horse manure and hay
- Never leave horse(s) unattended outside the horse's assigned pen.
- <u>Do not approach any animal without the owner's supervision and/or express permission (for the safety of all concerned).</u>
- SHUT ALL GATES AND TURN OFF ARENA LIGHTS WHEN DONE!
- All trainers and horseshoers on Superstition property are subject to the approval of Superstition Management and must complete the Release of Liability form and Regulations form before performing any service.
- Signed release must be in place before entering any other stall or working with any horse other than your own.
- Owners of horses may use the arena or round pens for a maximum of 30 minutes.
- Lunging is permitted in round pens only.
- Owners of horse(s) turned out in the arena or round pens must remain on the property and be available to remove their horse(s).
- Arena and round pen areas should never be used to feed or bathe horse(s). Horses should be fed in their stalls and bathed at the wash stations.
- All people who are handling horses, including boarders, guests, invitees, minor children and others, must wear proper riding boots or leather footwear covering the ankle. No sneaker or sandals are permitted when handling horses.
- Tack rooms are at a premium during the winter, so sharing will be necessary.
- Promptly notify a Superstition Stable employee of any malfunctioning, defective or faulty equipment and any hazardous or dangerous conditions.
- Contact Superstition Stables Staff to buy feed. Do NOT help yourself.
- The only people authorized and licensed to conduct business outside of Superstition Stables is Superstition Stables and the approved licensees of Superstition Stables. Anyone in Violation, "i.e." brokering of hay and/or brokering of horses, taking people out for trail rides for a fee, training without the expressed endorsement of Superstition and licensed by the City of Apache Junction, will be subject to immediate termination of contract and eviction.
- In order for hay to be delivered to Superstition Stables for your own consumption during winter, you must be present. NO EXCEPTIONS!
- For potlucks, please bring what you want to drink, a chair, flatware and utensils (for each person) and a dish to pass.
- Horses are fed approximately 10 lbs. of hay, alfalfa or blend 2 times daily, extra feed available for a fee, unless instructed differently by boarder when furnishing their own feed.
- If Superstition Stables is feeding your hay, it is the Boarders responsibility to make sure there is hay available for feeding. If there is no hay available, you will be charged, per bail, for whatever feed is required.
- Follow all posted speed limit signs within the stables
- Understand that the stables are private property and do not give out the gate code
- If we determine that you cannot get along with staff, management or other boarders, you will be asked to leave. If you are asked to leave before the end of your scheduled stay, your deposit will not be refunded.

#### Dogs are permitted on Superstition Stable grounds provided:

• They are not barkers.

- They will remain inside the living quarters or be tied or chained (restrained to living quarters) at all times, unless being walked.
- In the walking of dog(s), they must be on a leash and under control.
- Please walk your dog(s) off the stable grounds and PICK UP ALL DROPPINGS.

#### Medical & Veterinary:

**BOARDER:** 

- You must disclose any and all health issues or medication that is relative to Boarders/Guest/Invitees participation or observation of any activities at Superstition Stables.
- You must cease any and all activity at Superstition Stables and promptly report any unusual feelings (e.g., physical discomfort, nausea, trouble breathing, apparent injury) and fill out Superstition Incident Form available at the Barn Office, on my and my minor child(ren)'s behalf.
- You agree that Superstition Stables and their agents can administer emergency first aid and CPR when it is deemed necessary and is available by Superstition Stables and/or their agents.
- You authorize Superstition Stables and their agents to secure medical and/or veterinary care when it is deemed necessary by Superstition Stables and/or their agents.
- You authorize emergency transport to medical and/or veterinary care should that be deemed necessary by Superstition Stables and/or their agents.
- You authorize Superstition Stables and their agents to share my medical information with emergency or medical personnel if deemed necessary by Superstition Stables and/or their agents.
- You agree to assume all costs of care and transportation listed above.
- All of the above pertains to yourself and your guests/invitees.

RECOGNIZE THAT EQUINE ACTIVITIES ARE DANGEROUS AND ACCEPT ANY AND ALL RISKS ON BEHALF OF MYSELF AND MY EQUINE (HORSE, PONY, MULE, DONKEY).

AGREE TO ADHERE AND FOLLOW ALL THE RULES AND RESPONSIBILITIES LISTED ON THE RULES AND RESPONSIBILITIES OF BOARDER AND GUESTS DOCUMENTS.

Signature:	Date:
Printed Name:	