

OFFICE USE ONLY

STALL NUMBER: _____

MOVE IN DATE: _____

PAID: _____



HORSE BOARDING AGREEMENT AND LIABILITY RELEASE

90751 PRAIRIE RD EUGENE, OREGON 97402 - (541) 689-9700

PLEASE FILL OUT A SEPARATE FORM FOR EACH HORSE YOU ARE BOARDING - PLEASE READ IN ENTIRETY AND THOROUGHLY BEFORE SIGNING

OREGON HORSE CENTER, PRAIRIE ARENA AND R. MAJOR DEFOE Hereinafter known as "THIS STABLE":

THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR BOARDED HORSE(S). According to Oregon Law #30.689 and 30.691: It is the policy of the State of Oregon that no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured. An equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.

IT IS HEREBY AGREED TO AS FOLLOWS:

- 1. DEFINITIONS:** The term "OWNER" shall herein refer to the owner, part owner, or lessee of the animals, which are contracted to be boarded under this Agreement. The terms "HORSE(S) and "ANIMALS(S)" shall herein refer to all equine species, and also to the specific animal(s) to which the agreement refers. The items "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 '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) or the parents or legal guardians thereof if a minor.
- 2. SAFETY:** This OWNER accepts all responsibility for their animal's safety while animal is boarded at THIS STABLE. Owner accepts THIS STABLE as it is presented upon move in. THIS STABLE is not responsible and will not be held responsible in any way for injury of horse(s) from any event, facility, fence or any other incident, object or area on or attached to the premises.
- 3. AGREEMENT PURPOSE CONSIDERATION:** At the commencement of this agreement, OWNER agrees to pay the sum below. Monthly charges are to be paid in advance and are due on the first of each month. If boarder is residing less than a complete month, payment will be in full for no less than one full month. If the month begins and ends in two different months, the full month will be paid for up front.
- 4. VETERINARY DISCLOSURE STATEMENT:** At the commencement of this agreement, OWNER agrees to allow STABLE access to any and all Veterinary information regarding boarded animal. This is true for any health concerns prior to boarding at this STABLE and during the animal(s) time boarded at this STABLE. OWNER must inform THIS STABLE immediately of any and all Veterinary care that animal is receiving. In addition OWNER must inform THIS STABLE immediately if equine is exhibiting any signs of illness: ie. nasal discharge, lack of appetite, noticeable swelling, temp. higher than 102 degrees.
- 5. DISCLOSURE OF INFORMATION ABOUT HORSE(S) TO BE BOARDED by THIS STABLE is hereby stated as follows:** Must be filled out legibly and completely.

Owner Name _____ Tel # () _____ - _____

Address _____ City _____ State _____ Zip Code _____

Email _____

Name of Horse _____ Gender _____ Breed _____

Age _____ Color/Markings _____ Disclose Horse's Vices, Unique Habits _____

Use of horse (Show, Trail Riding) _____

Emergency Phone () _____ - _____ Name _____

Veterinarian _____ Tel # () _____ - _____

6. REQUIREMENTS PRIOR TO MOVE IN:

A. REFERENCES:

1. Name/Number of most recent facility boarded with: _____ Time of Boarding: Start _____ to End _____
Tel # () _____ - _____ Name of reference(s) _____
2. Name/Number of prior facility boarded with: _____ Time of Boarding: Start _____ to End _____
Tel # () _____ - _____ Name of reference(s) _____

B. SHOTS:

All Shot records must be received in office prior to animal entering THIS STABLE. All records must be either a written receipt or official vet statement showing vaccinations. **NO VERBAL RECORDS WILL BE ACCEPTED.** All vaccinations must be kept current during animals stay at THIS STABLE. If shot records are not current within 30 days of yearly due date, animal will need to be removed from THIS STABLE immediately.

~4 or 5 way (once a year, includes FLU vaccine and Rhino) must be given 14 days prior to moving into this stable. Date: _____

~Strangles (once a year, injection or nasal) must be given 14 days prior to moving into this stable. Date: _____

If animal is determined to be exhibiting signs of an infectious ailment, OWNER will be required to move animal off property at the discretion of THIS STABLE to either a facility of owner's choice or to THIS STABLES isolation barn.

C. 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. OWNER shall pay THIS STABLE for boarding services as below checked:

7. AVAILABLE BOARDING OPTIONS

_____ SELF CARE BOARD AT OHC MAIN BARNS: \$215.00 / MONTH YOU PROVIDE HAY/GRAIN/SUPPLEMENTS/DAILY STALL/RUN CLEANING

_____ SELF CARE BOARD AT OHC RED BARN: \$225.00 / MONTH YOU PROVIDE HAY/GRAIN/SUPPLEMENTS/DAILY STALL/RUN CLEANING

~THIS STABLE will provide one matted stall.

~THIS STABLE will provide one saddle rack and one bridle rack in a community tack room per equine.

~THIS STABLE will provide one pallet space for hay/grain storage per equine.

~THIS STABLE will provide bedding to be used in stall only (not aisle or runs). OWNER is responsible for cleaning stall SEVEN days per week.

~THIS STABLE will feed your hay and grain in A.M. Feed must be set up the night before as directed in boarding rules. A.M. Feeders will not mix, soak or prepare grain for horses in any way. THIS STABLE will not feed or administer medications. OWNER is responsible for providing water for equine AT ALL TIMES.

~THIS STABLE will provide access to turnout paddocks (when available), arenas/round pens and seasonal group pastures.

B. ADDITIONAL OPTIONS — **not** included in basic Board:

_____ Stall with run (OHC MAIN BARNS) \$30 per month (limited availability) *considered an extension of your stall, must be cleaned 7 DAYS A WEEK*.

_____ Stall with run (OHC RED BARN) \$50 per month (limited availability) *considered an extension of your stall, must be cleaned 7 DAYS A WEEK*.

_____ Electrical charge for light/fan \$10.00 per month per item (no heat lamps). EG 1 light + 1 fan = \$20 additional per month.

8. OWNER(S) AGREES to give at least a 30 day written notice to terminate this agreement, and will pay for the last 30 days. If the equine(s) leaves THIS STABLE earlier, OWNER agrees to pay for the remainder of the 30 days of boarding. OWNER agrees to clean stall, tack and hay areas upon leaving THIS STABLE. If OWNER fails to do so, OWNER will be charged a \$50 cleaning fee PER AREA. Horses will not be released from the stable unless bills are paid in full. If OWNER fails to submit a written 30 day notice they will be charged for the stall until we receive adequate written communication.

9. THIS STABLE'S FEE SCHEDULE MAY CHANGE at any time as long as THIS STABLE gives OWNER no less than 30 days written notice. Board is due and payable in advance each month. Other expenses are due when billed. All charges must be paid on a current basis. If board payment is not received by the 5th of the month, a \$25 late fee PER STALL, PER MONTH OVERDUE will be incurred. If OWNER(S) fail to stay current on bills for 60 consecutive days THIS STABLE will consider it the OWNER(S) 30 DAY NOTICE of vacating THIS STABLE. Chapter 87 of the Oregon Revised Statutes will be followed in cases of delinquent accounts more than 60 days past due. This procedure allows the attachment and foreclosure of a lien against the horse and the sale of the horse upon foreclosure of the lien. Horses will not be released from the stable unless bills are paid in full. THIS STABLE has the right to turn OWNER(S) with accounts at or more than 60 days past due into collection agency for collections.

10. OWNER agrees to verify and take it upon themselves to ensure that all people having contact with OWNER(S) equine(s) have signed a riding release. OWNER(S) understand that minors, 14 and under, MUST have adult supervision.

11. By Signing this form, owner agrees to entire written boarding agreement (2 pages) and attached Facility Rules (2 pages). If owner is found to not be adhering to all rules outlined in this agreement, THIS STABLE can require OWNER to move their equine(s) off of THIS STABLE's Property immediately. THIS STABLE reserves the right to ask any boarder/OWNER to remove their equine(s) from this property permanently or temporarily at any time for any reason.

HORSE OWNER'S NAME PRINTED: _____

HORSE OWNER'S SIGNATURE: _____ DATE: ____ / ____ / ____

OREGON HORSE CENTER FACILITY RULES

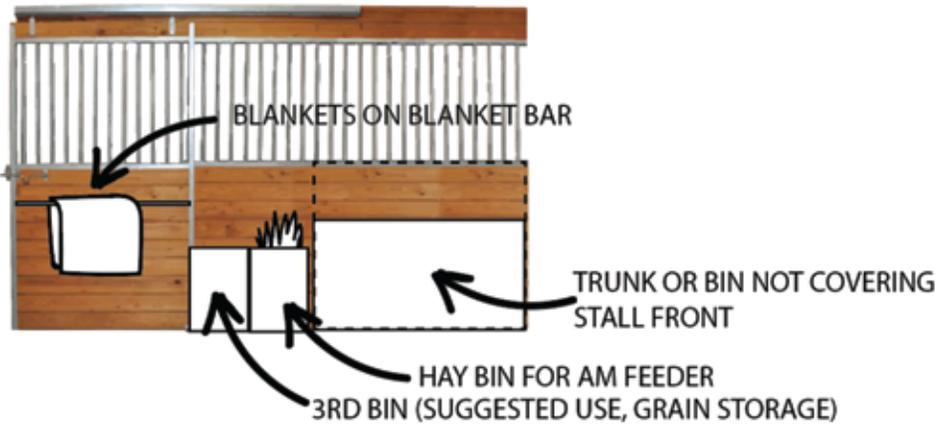
PLEASE READ IN ENTIRETY AND THOROUGHLY BEFORE SIGNING

- 1. No smoking** – Smoking is not allowed in any Oregon Horse Center building, including the boarding barns OR within 50 feet of any structure or riding area.
- 2. Dogs are not allowed in the boarding barns at any time.** - Dogs are allowed in the main show barn, during events, but must be on a leash at all times.
- 3. Liability Release** - Anyone who intends on riding or working a horse on the premises MUST sign a liability release. This includes anyone you have invited to OHC for any reason. All boarders are responsible for getting a release signed by any person that will have contact with their horse. We have extra releases both in the office and online on the website.
- 4. Pasture/ Turnouts** - The group pastures are available for turnout during months OHC dictates (usually May–November). Horses that injure, chase or act in an aggressive manner towards other horses will be banned from the group pastures for the remainder of the season. Group pastures are open from sunrise until 7pm. Boarders that are found to be leaving their horses out later than this will be banned from using the pastures. DO NOT leave your horse out overnight in the group pastures (mare or gelding) for any reason. All personal paddocks must meet or exceed the following requirements: 3 strand 5ft tall (minimum) electric fence (MUST BE HOT) or 5ft tall (minimum) panel fencing. OWNER(S) take FULL responsibility for safety of their horses if they choose to leave them out overnight. IF PRIVATE PADDOCKS ARE NOT BEING ACTIVELY USED for your horses daily turnout (other than during the winter months) they will be reassigned to the next person on the waiting list.
- 5. Round Pens** - The round pens are not to be used as turnout pens. Please adhere to a 20–minute time limit when working your horse. Do not leave your horse unattended ever.
- 6. Riding Outside** - When the weather permits, boarders may ride in the front field along the NW expressway, and out in the back fields. Do not ride in the turn out pastures. Riding in the Eventing area is allowed but ANY and ALL use of ANY and ALL jumps, obstacles or other features associated with the course is NOT allowed unless under supervision of an instructor with instructor liability insurance AND/OR with the permission of the Oregon Horse Center.
- 7. Arenas Use** - Any of our arenas can be used by boarders as long as we do not have an event or a ride group renting an arena. A weekly email is sent out to each boarder with a schedule of arena usage and posted in the Facebook Group. Please watch the boarder Facebook Group for any last minute arena cancellations or adds to the schedule. The boarder arena will be open to boarders at all times unless notice is given by the OHC Office. We have seven (7) arenas, so please make sure to be courteous to those obviously participating in group activities or lessons and ride elsewhere if possible. There is plenty of room for all. Please, when riding during a time that arena space is limited, and crowded, follow these rules: pass left to left always, do not set up any type of obstacle or marker, keep lunging to a minimum, be mindful of how long you spend riding so there is room/time for others.
- 8. Supervision** - Children 14 and under must have a parent or guardian with them on the premises. They must be PRESENT and attentive at all times while children are interacting with equines in any way.
- 9. Helmets** - Helmets are optional, but Oregon Horse Center strongly recommends you always wear a helmet when riding. Helmets are REQUIRED for jumping regardless of age.
- 10. Barn Aisles** - No riding in the Boarding Barn aisles – AT ANY TIME. Do not feed your horse in the aisle at any time.
- 11. Clean up after yourself** - You are responsible to clean up after you and your horse whenever it is shod, trimmed, clipped, shaved, brushed, sprayed, thinned, or any other messy beautifying procedures. This includes cleaning up any piles in the aisle that may be left by your four-legged friend and the excess hay that may be left in front of your horse's stall.
- 12. Wash Racks** - Never leave your horse alone while tied in the wash rack. Always clean up after your horse and make sure to turn the water off when you are finished so hoses do not break. DO NOT WASH MANURE HAIR DOWN THE DRAINS.
- 13. Cross Ties / Tying** – Do not leave your horse alone in the barn while cross-tied. Do not pass by a cross-tied horse with another horse. DO NOT tie your horse in the aisle, DO NOT EVER tie to stall fronts, this is VERY dangerous!
- 14. Hay Storage** - Each stall is permitted 1 pallet of space for hay/feed storage. You must mark your pallet space so that others know its not available if it ever happens to be empty.
- 15. Tack** - Each horse is provided with 1 saddle rack and 1 bridle rack in the tack room on their aisle. Do not stack saddles, ever. Do not store blankets, boxes, or any tack not used on a regular basis under your saddle racks or in the tack room. Please always remember to lock the tack room when you are finished using it.
- 16. Respect Others** - No "borrowing" anyone's hay, grain, or any other item without prior permission from the owner. If you are caught stealing you will be asked to leave immediately. This also includes being kind to others. Any mean or rude behavior towards other boarders is absolutely unacceptable, and grounds for being asked to leave immediately.
- 17. Dumping** - Do not dump old hay, hay strings, trash or anything else besides manure in the manure pile. When you dump in the manure pile always make sure you go as far back as possible. The manure is spread in fields both here and elsewhere, if you can't compost it don't put it in the manure pile!!
- 18. No Outside Horses** - The only horses that are allowed in the boarding barns are those who are boarded here at OHC. No outside horses are allowed in the boarding barns at any time. Also, DO NOT take your horse from Barn C into Barn B, or your horse from Barn A into the Red Barn etc. This is to aide in the bio–security of the facility.
- 19. Shavings use** - Do not use OHC's shavings in your horse trailers, in the barn aisles or in the runs/turn outs. The shaving are for bedding boarder's stalls only. We have bags available for purchase if you need them for your trailer. Please call the office to arrange purchasing bags of shavings.
- 20. Stall Cleaning** - You MUST clean your stall 7 days a week, this includes your run if you have one attached to your stall. This helps control flies and the smell, and keeps your horse clean. However, please do not strip your stalls unless absolutely necessary, PICK your stalls instead and use shavings conscientiously. Help us keep your boarding costs lower!
- 21. AM Feed** - Always make sure your feed is set up in front of your stall in a container or wheelbarrow, and easily fed through the horse's stall window. Our morning feeder should never have to go into someone's stall to feed hay or grain.
- 22. Parking** – All parking is first come first serve. Please leave the handicap spots available for those who need them. Trailer parking is free of charge and is allowed in areas dictated by the office. If you have a trailer please speak with the office to help you find the best spot to park it. Vehicles may NOT be stored on the property. By leaving your truck, trailer or any other property here at OHC you personally assume full liability, risk and possible cost associated with that choice.
- 23. Speed Limit** - Please adhere to a 10 mph speed limit when driving on OHC property. We need to protect our horses and their people.
- 24. OHC reserves the right to ask any boarder (and their horse) to move off of the premises without advance notice.**

IN AN EFFORT TO PROMOTE SAFETY FOR EVERY PERSON RIDING AT OHC, WE WILL ADHERE TO THE ABOVE RULES.

Owner Signature: _____ Date: _____ Stall Number: _____

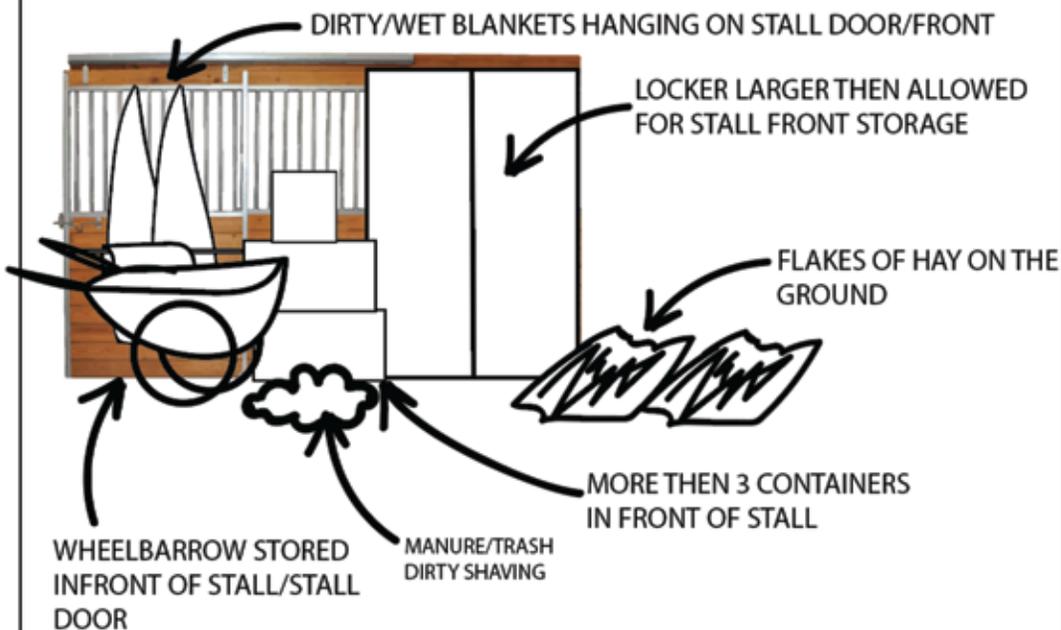
OK STALL FRONT STORAGE



RECCOMENDED HAY CONTAINER TYPE



NOT OK STALL FRONT STORAGE



WHEELBARROWS SHOULD BE STORED IN A VERTICAL POSITION

HAY CONTAINERS: Muck tubs or totes like pictured above are ideal. Laundry baskets or other containers with holes are not allowed.

GRAIN / SUPPLEMENTS: All grain, supplements, treats or any other kind of feed other than hay **MUST** be stored in sealed containers to keep rodents under control.

AM FEEDING: Hay must be set out under the horses window in an approved container. If grain is set out it must be in a container **ON** the hay and labeled as AM grain. If there are consistent issues with an individuals grain set up we will be able to continue feeding AM *grain* for that individual.

STALL FRONT CONTAINERS: Plastic sets of drawers, buckets, furniture, chairs, wheelbarrows and any other objects/containers not appropriate or safe are not allowed. No more than 3 containers in front of your stall (including your trunk). No more than 2 total if you have a maximum sized tack locker (locker included). No hanging blankets or any other item (other than a single pitch fork) from your stall door. Nothing can be block the bars of the stall.



LIABILITY WAIVER AND INFORMED CONSENT TO PARTICIPATE IN OREGON HORSE CENTER EQUESTRIAN ACTIVITIES

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

THIS DOCUMENT AFFECTS YOUR RIGHTS IN THE EVENT OF INJURY. PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN EQUESTRIAN RELATED ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S). IT IS HEREBY AGREED TO AS FOLLOWS:

The Equine Activity Liability laws of the State of Oregon , Ch. 30.691, state among its statutory provisions that "Except as provided in subsection (2) of this section and in ORS 30.693, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine."

AGREEMENT OF RIDERS AND AGREEMENT OF PURPOSE: The following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine related activities on THIS STABLE'S premises, and that RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

RIDER/HANDLER NAME (PRINT CLEARLY) _____ AGE (IF UNDER 21) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

RIDER desires to engage in equine activities sponsored by, or in which RIDER will be using equipment, facilities or premises, owned by or associated with THIS STABLE. RIDER understands there are risks in equine activities: that all equine activities are inherently dangerous, and agrees to comply with Oregon's Equine Inherent Risk Law ORS.30.687-30.697, which limits liability for providers of equine activities and services. As a condition of participation in or viewing of equine activities, RIDER (individually and for his/her minor children, executors and heirs) waives the right to bring and releases THIS STABLE and THIS STABLE'S administrators, agents, officers, directors, employees, predecessors and successors-in-interest, and any other persons or entities united in interest with THIS STABLE from any and all manner of actions, suits, claims for relief, demands, damages, and any other obligations, known and unknown, suspected and unsuspected, in law of equity, direct or indirect and whether now or in the future, fir any injury or death arising out of or connected in any way with riding, training, grooming, spectating or handling an equine. RIDER agrees that by using THIS STABLE'S facility, including, barns and arenas, trails, obstacles, equipment and horses, RIDER is participating in a dangerous sport and that RIDER will be solely responsible for the safety of self and children or others in their party. RIDER understands that THIS STABLE STRONGLY RECOMMENDS safety helmets and boots with heels to be worn by all riders of any age at all times. RIDER understands that equine activities can be dangerous, in spite of all care taken by THIS STABLE. Due to their size and unpredictable nature, horses can react in unexpected ways. Personal property can also easily be misplaced or damaged for many different reasons. RIDER further agrees that any other RIDER'S, or guests or family members which RIDER brings onto this property, shall be required to sign THIS STABLE'S general liability release, and RIDER assumes full responsibility for securing these signatures and providing the signed release to THIS STABLE in a timely fashion. RIDER agrees to accept and acknowledge full responsibility to any/ bodily injury, property damage, or medical expense arising out of contributed to or aggravated by any dog in RIDER'S ownership, care or supervision. RIDER further agrees to indemnify THIS STABLE and/or the released parties for any and all costs incurred by THIS STABLE and/or the released parties in defense of any claim brought against THIS STABLE and/or third-[arty guests of RIDER, whether such claim arises on or off premises, including reasonable attorneys' fees and costs, if applicable. This release contains the entire agreement between the two parties hereto and the terms of this release are contractual, not mere recital.

RELEASOR (SIGN HERE) _____ DATE _____ / _____ / _____

If rider is a minor, print name of Parent/Guardian: _____

EMERGENCY CONTACT _____ EMERGENCY PHONE # _____

PHOTOGRAPHY RELEASE

By participation in Oregon Horse Center events, you consent to having your image captured by official photographers, radiographers and security cameras. The resulting material, including still photographs, video and audio recordings may be used by Oregon Horse Center or local promotional entities without restriction or financial compensation, in news materials, promotional materials, on the web and other properties. If you do not agree to having your image captured or recorded please do not enter the event venue.