



**Distinction Ranch Horsemanship www.distinctionranch.com
Location: Windfall Ranch 21800 Japatul Valley rd.**

**HORSE BOARDING AGREEMENT AND
LIABILITY RELEASE FORM
PLEASE READ CAREFULLY BEFORE SIGNING**

**Serious injury may result from your participation in this activity.
This Ranch does not guarantee your safety.**

This agreement is made this _____ day of _____, between Distinction Ranch Horsemanship, Bethany Pappani-Judd & Len Judd hereinafter referred to as Operator and Windfall Ranch, David and Terry Howe, hereinafter referred to as Owner.

Section A: Owner Information

Name _____

Address _____

City _____ ZIP _____

Phone: _____

List all Family Members using Ranch:

Emergency Contact:

Name: _____

Phone: (____) _____

Relationship: _____

Section B: Horse Information

Horse's Barn Name _____

Breed _____ Color _____

Age _____ Sex _____

Farrier _____

Phone _____

Vet _____

Phone _____

Special Feed Instructions: _____

1. FEES and TERMS:

Owner agrees to pay the sum of \$275 per month/per horse + any additional costs for supplements & farrier service, due and payable in advance on the 1st day of each month, to board the horse described in Section B above at Windfall Ranch in Alpine, California. This fee is subject to change upon 30 days' notice to Owner. The term of this agreement is month-to-month, with the full monthly fee earned on the 1st of the month. **Owner must give 30-day notice in advance of termination of this agreement** in order to receive pro-rated fees at departure. No horse will be removed from the Ranch at termination until all fees are paid in full. Board is due on the 1st of the month. A late charge of \$25 is due for any payment received more than 10 days after the due date, with a written notice of delinquency sent to the Owner. A fee of \$30 is charged for any returned checks and the Ranch reserves the right to request future payment in cash or money order. Ranch reserves the right to request the removal of this horse for a specified cause within seven days after written notification to Owner.

2. FACILITIES AND HORSE MAINTENANCE:

The Ranch agrees to provide appropriate accommodations for the horse as requested by Owner, whenever possible and available. The Ranch agrees to provide nutritionally adequate feed twice daily, maintain drinking water levels, and appropriate stall cleaning to maintain the health and well-being of the horse. Owner may furnish supplemental feed at his own cost. The Ranch assumes no liability for supplemental feed stored or fed on premises.

Owner acknowledges that he has inspected the facilities, accommodations and premises and accepts them as is. Owner agrees to abide by all rules and regulations established for the use of the Ranch. Facilities include: corral accommodations, pasture, round pen, arena, wash rack, restrooms, hitching posts, tack rooms, and extensive trails.

The Owner is responsible for all veterinary care and farrier services, and agrees to keep the horse current on all worming vaccinations, and care of teeth at Owner's expense. The Ranch agrees to attempt to contact the Owner or other emergency contact named in Section A above if it is determined that a medical or other emergency exists relative to said horse. If these persons cannot be reached in an emergency, Owner hereby authorizes the Ranch to secure emergency care within the guidelines established in the Emergency Care Form which has been executed by the Owner.

3. NATURE OF THE HORSE:

I understand and agree that: Horseback riding is classified as "rugged adventure recreational sport 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 horse to ground, it will generally be a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury or death 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 (the horse), with each having a limited understanding of each 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 at will; shifting its weight from side to side; bucking; rearing; biting; kicking; or running from danger.

4. PROTECTIVE ATTIRE:

Protective Headgear: Each horse handler should consider wearing properly fitted and secured protective headgear (equestrian riding helmet), preferably bearing the Standard ASTM F 1163 emblem. Wearing of such headgear while mounting, riding, dismounting, and being around horses may prevent or reduce severity of some head injuries and may even prevent death as the result of a fall and/or other occurrences.

Foot Protection: Horse handlers and riders should wear hard, smooth-soled Western or English riding boots with heels (and socks) to provide protection for the feet in the event that a horse steps on a foot, and also to assist in preventing the foot from slipping all the way through the stirrup and becoming caught while riding, mounting, dismounting, and/or other occurrences. Soft socks provide additional protection against chafing and allow for easier removal of the foot from the boot.

Protective Clothing: Horse handlers and riders should wear long pants to protect legs. Riders should also consider wearing equestrian pants, breeches, or jodhpurs with leather inner knee, calf patches, or chaps or other leggings that provide inner leg grip and added stability in the saddle.

5. OWNERSHIP, LOSS, DAMAGES, LIABILITY, AND INDEMNIFICATION:

Owner agrees that if requested, to provide proof of ownership, or lawful lease or possession rights of said horse and warrants that there are no liens or other claims against the horse.

Owner agrees to be responsible for all taxes, licenses, and fees which might be levied as a result of Owner's possession of the horse.

Owner assumes the risk of loss, injury or use of this horse.

Owner agrees to hold the Ranch harmless from loss, injuries, or loss of use of said horse.

Owner agrees that if requested, to provide proof of individual liability insurance.

Owner agrees to be solely responsible at all times for any and all acts of himself, his guests, his dogs, and his horse, including, but not limited to damage to this Ranch's property such as corrals, buckets, lighting, fencing wiring, etc., and claims or injuries or loss of life that may be sustained by Owner, his family, guests, and agents, or any other persons or their property.

Owner agrees to hold the Ranch harmless from any claim resulting from any damage or injury caused to others by the conduct of said horse and/or acts or omissions of Owner.

In the event of claims made against the Ranch for injury or damages arising out of the conduct of owner's horse and/or acts or omissions of owner, owner agrees to indemnify the Ranch and to pay for any and all attorney fees court costs or judgment incurred by Ranch defending such action.

6. DEFAULT AND ATTORNEY FEES:

It is hereby acknowledged by the undersigned that pursuant to California State Law the Ranch has a lien on said horse to secure payment for services provided under this agreement. Should the Owner be 45 days past due on his account, Ranch will initiate proceedings to perfect said lien in accordance with State law, by public or private sale of said horse. Any balance owed on account with the Ranch will be deducted along with the costs of the sale, with the remaining balance paid to the Owner. If the account balance is not fully satisfied by the sale of said horse, Owner remains responsible for the remaining balance due.

The Ranch reserves the right to terminate this agreement for failure of the Owner to meet any term of this or associated agreements. In the event that either party shall institute any action or proceeding against the other relating to the provisions of this agreement, the party not prevailing in the action or proceeding shall reimburse the prevailing party for the reasonable costs incurred by the prevailing party, including, but not limited to any fees, costs, or disbursements in the enforcement of this agreement.

7. SEVERABILITY:

If any provision of this agreement or attachments is found invalid, waived, or otherwise unenforceable, that determination shall not affect the other provisions of this agreement, which shall be deemed valid and enforceable.

8. LIABILITY RELEASE:

In consideration of the Ranch allowing my participating in this activity, under the terms set forth herein, me, the rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release the Ranch, its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to Ranch's ordinary negligence; and I do further agree that except in the event of Ranch's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against Ranch, and its associates as

stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Ranch, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Ranch.

Owner agrees that for being permitted to ride on the Ranch property, that he, his heirs, personal representatives, and assigns, will not make a claim against or sue Bethany Pappani Training, DRH or WFR. In addition Owner hereby releases Bethany Pappani Training, DRH or WFR and discharges from all actions, claims or demands that the owner, his personal representative or assigns, now has or may hereafter have, for injuries or property damage resulting from his riding on said property.

9. ACCEPTANCE and SIGNATURES:

This agreement is subject to the laws of the State of California.

I, the undersigned, being of legal age and of sound mind and not being under the influence of alcohol, drugs or intoxicants, have read and understand this agreement in its entirety, and agree to the terms and conditions stated herein.

Owner Signature

Date

Attachments: Emergency Care Form, Liability Release

Please Note: This facility only accepts horses in an approved training program. This is at the discretion of the DRH.

30 Days' Notice is required to terminate training & boarding agreement.

We are currently on a wait list for incoming clients.

Thank You and Welcome to Distinction & Windfall Ranch!



DISTINCTION

LIABILITY RELEASE

Distinction Ranch Horsemanship www.distinctionranch.com

Location: 21800 Japatul Valley rd.

Alpine, Ca. 91901

Applicant's Name: _____

Parent/Legal Guardian (If Under 18): _____

Telephone: _____ Cell Phone: _____

Address: _____ Zip: _____

Email Address: _____

Child's Age: _____ Birth Date: _____

Personal Physician: _____

Telephone: _____ Address: _____

Emergency Contacts:

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Special Notes (bee allergy, asthma, etc.): _____

Current medications: _____

All meds administered at WFR/DRH must be accompanied by a parent release statement and note from your child's Doctor. This includes epi-pens, asthma inhalers and all over-the-counter medications.

I, _____, (Applicant) HEREBY ACKNOWLEDGE that I have voluntarily applied for my child, _____, to participate in equestrian activities on and at the premises of WFR & surrounding trails.

I AM AWARE THAT PATICIPATION IN SUCH EQUESTRIAN ACTIVITIES IS HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

PLEASE INITIAL: _____

As consideration for being permitted by David & Terry Howe, owners of Windfall Ranch, to participate in these activities and use the facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make claim against, sue, attach the property of, or prosecute WFR, it's owners, Managers/Trainers, Bethany Pappani –Judd & Len Judd, or any of its members, officers, directors or employees, agents or their guests for injury or damage resulting from the negligence or other acts, however caused, by an employee, agent, contractor, guest, owner, or member of the WFR, Bethany Pappani Training or its affiliates, the proprietor(s) of the horse I ride, or am around, as a result of my participation in equestrian activities, by myself or my horse.

IN ADDITION, I hereby release and discharge WFR and its owners, Bethany Pappani Training, DRH, its affiliated organizations from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns, now have or may hereafter have, for any injury or damage resulting from my participation in equestrian activities, by myself or my horse.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS a RELEASE OF LIABILITY AND a CONTRACT BETWEEN MYSELF WFR, DRH, BETHANY PAPPANI TRAINING, AND ITS AFFILIATED ORGANIZATIONS, **AND SIGN IT ON MY OWN FREE WILL.**

Applicant Signature



DISTINCTION

Distinction Ranch Horsemanship www.distinctionranch.com

EQUINE EMERGENCY CARE FORM

Owner Name: _____

Name of Horse(s): _____

Emergency Phone #: 1) _____

2) _____

3) _____

For many acute injuries or illnesses, time is of the essence if treatment is to be effective. This form, when filled out properly, will enable **Distinction Ranch Horsemanship** (from here on referred to as **DRH**) give prompt treatment to your horse in the manner you wish.

Should the horse(s) you have boarded at DRH experience a case of Colic or serious injury or illness and you are *not* available for consultation, WFR should:

(Choose 1, 2, or 3 by initialing next to number, if choosing 3, you must also choose A or B.)

1. _____ Have the attending veterinarian institute appropriate treatment that can be carried out at **DRH**, but DO NOT SHIP to a veterinary clinic. If the attending vet at the facility cannot save the horse(s), I authorize the horse(s) to be euthanized.

2. _____ If, in the opinion of the attending veterinarian, the horse(s) requires prompt attention in a clinic setting and that effective further treatment *cannot* be provided at **DRH**, SHIP THE HORSE to a veterinary clinic for further care, tests, and treatment not to exceed \$_____ *(fill in dollar amount of limit of expenses to be incurred at clinic—NOTE this does not include veterinary charges incurred while horse is still at DRH.)* If in the estimation of the veterinarian, the horse(s) cannot be saved for the limit I am setting, the equine facility representative is authorized to have the horse(s) euthanized. This option DOES NOT authorize surgical intervention.

3. _____ If, in the opinion of the attending veterinarian, the horse(s) requires prompt surgical intervention and/or intensive treatment or care in order to save its life, SHIP THE HORSE to an appropriate equine veterinary clinic. In case of severe colic or other acute injury or illness, further immediate treatment, tests, and/or exploratory surgery may be necessary to fully assess and diagnose the problem. This immediate treatment/surgery can cost up to approximately \$_____ (fill in dollar amount). I authorize treatment deemed necessary by the attending veterinarian up to approximately \$_____ (fill in dollar amount). At this point, the attending veterinarian at the equine clinic can give the DRH representative a fairly good estimate of the probability of survival and costs for further treatment. If I still cannot be reached at this time, I authorize the equine facility representative to:

A. _____ Have the veterinarian do whatever is deemed necessary to try to save the horse(s), without consideration of expense. If in the estimation of the veterinarian the horse(s) cannot be saved due to the severity of its condition, an *extremely* poor prognosis, the equine facility representative is authorized to have the horse(s) euthanized.

B. _____ Have the veterinarian do whatever they can to save the horse, but limit the cost to \$_____ (fill in dollar amount). If in the estimation of the veterinarian the horse(s) cannot be saved for the limit I am setting, the equine facility representative is authorized to have the horse(s) euthanized.

***NOTE** Most surgical colic cases end up costing in the \$4000-\$5000 range. However, some have been up to \$10,000 and above, depending on the individual cases and circumstances.*

BE ASSURED THAT DRH WILL MAKE EVERY EFFORT TO CONTACT YOU and will act within the limits you have indicated.

NOTE: If your horse(s) is insured, you may be required to do what is necessary to save the animal regardless of cost to abide by the policy.

Name, Address, and Phone Number of Insurance Company:

WARRANTY: Owner warrants that (s) he owns the horse(s) and that there are no liens against the horse(s). If an agent of the Owner executes this agreement, such agent warrants that (s) he is duly authorized to act for and on behalf of the owner. I have read the Equine Emergency Care Form and authorize the actions I have indicated above:

Owner Signature

Date