

Boarding Agreement

This Boarding Agreement ("Agreement") is entered into this _____ day of _____, 2018 ("Effective Date") by and between Fleurting Rose Ranch, LLC, at 13675 Decimal Point, Elbert, CO 80106 ("Ranch") and _____ at _____ ("Boarder"). The term of this Agreement shall be from the Effective Date until either party properly terminates this Agreement in accordance with the provisions herein ("Term").

1. Boarder:

Name: _____
Address: _____
Telephone: _____
Email: _____

2. Boarded Horse

Name: _____
Description: _____

Hereafter the "Horse." Boarder warrants that he/she is the sole lawful and registered owner of Horse and has unlimited rights to title, care, custody, and sale of said Horse.

3. Boarding Fee and Payments

In consideration of \$ _____ per month paid by Boarder in advance by the first day of each month to Ranch, Ranch agrees to board Horse commencing on _____, 2018. The boarding fee shall include the cost of feed, trimmings, and other services offered by the Ranch. Any partial month's board shall be paid on a pro-rata basis. Prior to the commencement of board, Boarder shall provide to Ranch this signed agreement, signed release and waiver included hereto as Exhibit A, payment in advance for the current month's board (pro-rata if applicable), a security deposit of \$ _____, current proof of negative Coggins, and a current veterinarian's health certificate. Checks should be made payable to: _____.

3.1 Late Fees / Penalties

Board payment is due on the first of the month. A late fee of twenty-five dollars (\$25.00) will be assessed for payment made after the fifth of the month. On unpaid balances of thirty (30) days or more, Boarder agrees to pay interest to Ranch at a rate of one and one-half percent (1.5%) per month (18 percent annually) on the past due amount. If a check written from the Boarder to Ranch is dishonored for any reason, Boarder must immediately pay Ranch by cash or certified funds in the amount of the check, plus any bank charges that Ranch may incur as a result of the bad check.

3.2 Ranch's Lien on Horse

Boarder understands and agrees that Ranch has a general lien on Horse for any amount due Ranch under this Agreement. Accordingly, pursuant to Paragraph 6.2, Boarder may not remove Horse from Ranch's premises until all amounts due under this agreement are paid in full.

3.3 Deposit

A security deposit of \$ _____ is required prior to boarding Horse. The deposit will be returned within thirty (30) days of the termination of this Agreement. However, the deposit will not be returned if: (1) Boarder materially breaches this agreement and this agreement is terminated; (2) Boarder or Horse cause damage to Ranch's premises or property (beyond reasonable wear and tear) and Boarder fails to fix or replace the damage at Boarder's own cost, where all determinations as to damage shall be made in

Ranch's sole and absolute discretion; or (3) if Boarder is delinquent in the payment of any fee or cost, said deposit may be retained and applied to those fees or costs.

3.4 Increase of Fees

Any change in boarding fee and/or miscellaneous charges shall take effect immediately upon written notice to Boarder and be evidenced in the next billing cycle. Boarder agrees to pay the new fees by the date specified, or to give written notice to Ranch of termination of this agreement. Boarding fees and/or other charges will increase alongside any corresponding increase in the price of the goods or services covered by those fees or charges. For example, a general increase in the cost of feed will result in the boarding fee also increasing in order to cover the additional cost of feed. Ranch reserves the right to make periodic or needed price increases in order to prevent Ranch from taking a financial loss with any boarding or horse.

3.5 Horse Not on Premises

Boarder understands and agrees that if Horse is removed from premises for any length of time and for any purpose, including, but not limited to, horseshows, breeding, or school breaks, this Agreement shall remain in full force and effect, and no refund shall be made for the period of time Horse is not on the premises.

3.6 Property Maintenance

Boarder understands and agrees that building construction and maintenance may briefly make the facilities unusable, inconvenient, or risky at various times and that these conditions may be unavoidable and do not entitle Boarder to a pro-rata reduction in the boarding fee. Ranch shall not be liable for injuries to Boarder or Horse caused by such conditions.

4. Damage to Ranch Property

Boarder agrees that Boarder will pay for any damage to Ranch premises or other property caused by Boarder, Boarder's Horse, or any guests of Boarder, except for damage that is normal wear and tear. All amounts owed by Boarder pursuant to this section are due from Boarder upon receipt of an invoice from Ranch.

5. Boarder's Responsibility to Follow Barn Rules

Boarder acknowledges that he/she has read the Ranch's Barn Rules, fully understands all the rules, and agrees to abide by all such rules. At its discretion and at any time, Ranch may change or amend the Barn Rules by providing written notice to Boarder, which may include electronic mail, and Boarder agrees to follow such amended Barn Rules. New or amended Barn Rules shall be effective immediately upon notice to Boarder. Violation of the rules is a material breach and grounds for termination of this Agreement. The Barn Rules are hereby incorporated into this Agreement and included hereto as Exhibit B.

6. Notice of Termination

Either Boarder or Ranch may terminate this Agreement for any reason upon providing at least thirty (30) days' written notice to the other party. Ranch reserves the right to immediately terminate this agreement if, in its opinion, a Horse is deemed dangerous, sick, or in any other way undesirable for boarding at Ranch's facility, Boarder breaches this Agreement or the Barn Rules in any way, or for any other reason decided by Ranch in its sole and absolute discretion. A Horse boarded beyond the communicated termination date will be boarded at a rate of thirty dollars (\$30.00) per day, plus the cost of any additional goods or services required, until departure is complied with.

6.1 Termination for Cause

Ranch reserves the right to immediately terminate this Agreement for cause upon written notice, if Boarder is deemed troublesome or displays unsatisfactory behavior as determined by Ranch, or if Ranch determines that the Boarder has materially breached this Agreement. If Boarder is deemed to have breached this Agreement, the deposit will not be returned. Examples of material breach include, but are not limited to,

Horse will be given four to six (4-6) hours of turnout either in the corral or pasture each day with other Horses, except during inclement weather, and/or if pasture(s) becomes over-grazed, muddy, icy, or otherwise unsafe. Ranch reserves the right to determine which horses are turned out together and may determine that it is necessary to move one or more horses to another stall, paddock, or pasture to prevent fighting and possible injury. When practical, Ranch will attempt to notify Boarder before a change is made. Boarder agrees to accept Ranch's judgment in such matters and to pay any increased board amount that might result from such a move. Individual turnout is not permitted unless special arrangements have been made with Ranch.

7.3 Blanketing

Blanketing is part of the services provided by Ranch. Boarder is responsible for ensuring that Horse's blanket(s) is in good repair, properly fitted, waterproof (for outdoor horses), appropriate for temperature, and reasonably clean.

7.4 Feed

Ranch provides grass hay and/or pasture to Horse at a rate of one and one-half percent (1.5%) to two percent (2%) of Horse's body weight per day as needed. Additional hay will be fed as needed or upon request. Mineral/salt blocks will be provided upon request. Ranch will feed Horse once per day with up to one-pound (1 lb.) of pellets or cubes and up to one-half (1/2) cup of Horse Tech Colorado Custom Mix (or comparable supplement if unavailable). If Boarder provides additional feed or supplements for Horse, Ranch will feed those to Horse at no additional charge. Boarder MUST provide psyllium for Horse throughout the entire Term of this Agreement.

7.5 Medical Condition of Horse

At the time of its arrival at Ranch, Horse shall be free of infectious, contagious, and transmittable diseases. A current veterinarian's health certificate must be presented prior to commencement of boarding. Regular and timely vaccinations and worming are required for Horse. Ranch schedules spring and fall clinics to help insure that vaccinations and worming are maintained. Boarder is required to keep current proof of negative Coggins test on file with Ranch.

7.6 Grooming/Exercise/Training

Boarder is solely responsible for the grooming and exercise of the Horse. Payment for training may be negotiated separately and made to Ranch. If Boarder wishes to have someone else ride the Horse, agreements must first be made with the Ranch. If someone else will be riding or otherwise caring for your horse while you are away, please inform the Ranch. As a reminder, Boarder and all visitors to Ranch are required to sign a release immediately upon entering the premises, the release being incorporated into this agreement and included herein as Exhibit A. Payment for training if Horse becomes injured, ill, or unrideable shall be agreed upon by Boarder and Ranch.

7.7 Injury to Horse/Veterinary Care

If Horse is injured during the time that Horse is in the custody of Ranch, Boarder will be notified, and if such action is deemed necessary, Boarder's first choice of veterinarian will be called. The person or persons who notice the injury may attend to Horse. If the first veterinarian is unavailable, the on-call veterinarian, currently Randy Parker, DVM, will be called. If veterinary care is administered to Horse, Boarder agrees to pay for such care and all applicable fees. Boarder understands and agrees that in certain instances, appropriate veterinary care may include euthanasia. If Boarder does not want Horse to receive certain types of veterinary care, including euthanasia, or veterinary care beyond a specific dollar amount (\$ _____), Boarder must describe these limitations. Failure to describe any limitations shall grant Ranch full discretion when dealing with Horse injuries and veterinary care. Limitations include:

8. Boarder's Assumption of Risks/Agreement to Hold Barn Harmless/Indemnification Agreement

8.1 Risk of Loss or Injury to Horse; Insurance

Ranch shall not be liable for any sickness, disease, injury, theft, or death, which may be suffered by the Horse during the time that Horse is in the custody of Ranch. Boarder understands that Ranch does not carry insurance on any horse not owned by Ranch. Boarder understands that keeping a horse at any boarding barn, including Ranch, is inherently dangerous and expressly assumes all associated risks. In common areas, such as arenas, cross-ties, and wash or grooming stalls, another horse could bite, kick, collide, or otherwise injure Horse. Horse may be allergic to feed or bedding materials and it may contract diseases or other contagious conditions from other horses. Farm machinery, traffic, or other hazards may spook Horse. Horse in stall or paddock may become cast, be bitten or kicked by neighboring horses, or otherwise become injured. In cold or wet weather, Ranch grounds, including paddocks, round pens, and arenas may become muddy or slippery, injuring Horse. Ranch premises may contain defects; footing on Ranch's premises, including roads, round pens, paddocks, pastures, and arenas can contain holes, rocks, uneven portions or otherwise be unpredictable. Boarder takes the Ranch premises "AS IS" and Ranch shall not be liable for any injury sustained by Horse caused by the condition of the premises. As at any boarding facility, there is always a risk of fire or theft. Boarder understands and expressly assumes all risks of keeping Horse on the Ranch's premises, including the risk that Ranch, Ranch's owners, principals, employees, contractors, affiliates, or agents (collectively, the "Ranch Parties") may be negligent. Accordingly, Boarder agrees to hold the Ranch Parties harmless for loss of or injury to Horse. Ranch shall not, and is not required to, insure Boarder's Horse in any way. Should Boarder insure its Horse, Boarder shall provide Ranch with all insurance information for Horse and list Ranch as an additional insured on said insurance, so that Ranch may contact and interact with the insurance company on behalf of Boarder and Horse.

8.2 Risk of Loss or Damage to Boarder's Property

Boarder understands that keeping personal property, such as tack, equipment, automobiles or horse trailers at any boarding stable, including Ranch, is inherently risky and that keeping personal property in a shared tack room is particularly risky; Property may be damaged or stolen by other boarders, rodents and other wild animals, horses, weather conditions, or fire. Boarder understands and expressly assumes all risks of keeping personal property on the Ranch premises, including the risk that the Ranch Parties may be negligent. Accordingly, Boarder agrees to hold Ranch Parties harmless for loss of or damage to Boarder's property. Boarder understands and agrees that Boarder is solely responsible for safeguarding and insuring Boarder's own property, and that Ranch shall not be liable for any loss.

8.3 Risk of Injury or Death to Boarder

Boarder understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with handling, caring for, and riding horses on the Ranch premises. Boarder understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back, or otherwise act in such a way that may injure Boarder or others. Ranch premises may contain defects; footing on the Ranch premises, including roads, round pens, paddocks, pastures, and arenas can contain holes, rocks, uneven portions or otherwise be unpredictable. Boarder takes the Ranch premises "AS IS" and Ranch shall not be liable for any injury sustained by Boarder caused by the condition of the premises. Boarder expressly assumes all risk of engaging in horse-related activities on the Ranch premises, including the risk that the Ranch Parties may be negligent. Accordingly, Boarder agrees upon behalf of him or herself, his or her heirs, guardians, assigns, and legal representatives, not to sue the Ranch Parties or otherwise make claim against such parties in connection with any injury or death occurring on the Ranch premises.

8.4 Trail Riding Risk

Boarder understands that riding horses outside of designated riding areas such as arenas and round pens (“Trail Riding”) is inherently dangerous. In particular, Horse may become spooked by traffic, wild animals, other horses, or other causes, causing Boarder to fall off or otherwise become injured or die. Horse may also stumble or trip over natural or manmade obstacles, injuring Horse and/or Boarder. Boarder understands that Ranch does not inspect or maintain any trails or paths, on or off the Ranch premises, and Ranch makes no warranty whatsoever regarding the safety of paths and trails. Boarder understands and expressly assumes all risks associated with Trail Riding, including the risk that the Ranch Parties may be negligent, upon behalf of him or herself, his or her heirs, guardians, assigns, and legal representatives, and shall not to sue the Ranch Parties or otherwise make a claim against such parties in connection with Trail Riding.

8.5 Waiver of Unknown Claims

Boarder understands that Colorado State laws or regulations may contain provisions designed to prevent Boarder from waiving claims that are unknown to Boarder at the time Boarder agrees to a waiver of claims. Boarder agrees to waive all rights that Boarder might otherwise have under such laws or regulations.

8.6 Boarder’s Indemnification Agreement

Boarder agrees to defend, indemnify, and hold the Ranch Parties harmless against claims, demands, and causes of action, including costs and attorneys’ fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for Boarder’s benefit or the benefit of Boarder’s heirs, guardians, or assigns, or brought by others against Ranch Parties in connection with Horse, or any action or inaction taken by Boarder, Boarder’s guests, family members, agents, employees, or contractors. Boarder agrees to defend, indemnify, save and hold harmless Ranch Parties from and against any loss, liability, damage, attorneys’ fee, or costs that it may incur arising out of or in any way connected with Boarder’s use of Ranch, Ranch’s premises, presence on the Ranch’s premises, Horse’s conduct, Boarder’s use or access to Horse, or Boarder’s or its agents’ actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

8.7 Equine Professionals and Activities

Nothing in this Agreement shall be construed to waive or otherwise remove the protections granted to equine professionals and other persons involved with equines, including, but limited to, the limitations on liability for the injury or death of participants in equine activities resulting from the inherent risk of equine activities, per C.R.S. § 13-21-119. Ranch shall not provide any of its own equipment or tack for Boarder’s use. Boarder shall use its own equipment for equine activities, and if Boarder does use Ranch’s equipment or tack, Boarder does so at Boarder’s own risk and Ranch will not be liable for any injury or death caused thereby. By entering into this Agreement and owning Horse, Boarder and its agents warrant that Boarder and agents have sufficient ability to safely participate in equine activities with Horse. Boarder and Horse take the Ranch’s premises “AS IS” and Ranch shall not be liable for injury caused by an unknown dangerous latent condition on premises. Should Ranch be informed and have actual knowledge of a dangerous latent condition, it will conspicuously post signs to warn of the condition, but in case the placing of signs is delayed or impractical, a verbal or written warning of the dangerous condition will suffice until such time as signs can be posted.

9. Contact Information and Notices

9.1 Form of Notice

Notices given pursuant to this Agreement must be in writing and addressed to the appropriate party, using the name and address listed in Paragraph 9.2 or Paragraph 9.3. Electronic mail shall be considered effective notice only with regards to increases in fees and charges and changes to Barn Rules. Notice of termination and any legal notice shall only be effective should it be sent through a signed writing mailed return receipt requested.

9.2 Notice to the Barn Must be Sent To

Fleurting Rose Ranch, LLC
13675 Decimal Point
Elbert, CO 80106
Email: _____

9.3 Notice to Boarder Must be Sent To

Name: _____
Address: _____
Email: _____

9.4 Boarder’s First Veterinarian

Name: _____
Phone: _____

9.5 Boarder’s Second Veterinarian

Name: _____
Phone: _____

9.6 Boarder’s Ferrier

Name: _____
Phone: _____

9.7 Boarder’s Insurance on Horse

Carrier: _____
Policy Number: _____
Agent and Phone: _____

10. Assignment or Transfer

No party may assign or transfer this Agreement without the prior written consent of the other party.

11. Entire Agreement

This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of the Agreement unless recorded in writing and signed by all parties. This Agreement may be executed in counterpart, and if so, shall be deemed fully executed on the last date of signature.

12. Governing Law and Venue

The laws of Colorado shall govern this Agreement. The parties hereby agree that any legal action under this Agreement shall be brought in El Paso County, Colorado.

13. Waiver of Breach

The waiver by either party of any breach of any provision of this Agreement does not waive any other prior or subsequent breach. The failure of either party to insist upon the strict performance of any responsibility or obligation

under this Agreement, will not be a waiver of such party's right to demand strict compliance in the future. A breach may only be waived through a writing which explicitly waives said breach and is signed by the non-breaching party.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provision or application. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, and unenforceable provision as may be possible and be legal, valid and enforceable.

15. Authority; Comprehension

The signers warrant that they have full authority to sign on behalf of and bind the parties to this Agreement. Moreover, each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal counsel for review of this Agreement, that they have read this entire Agreement, that it is plain language, and that they fully understand and appreciate the meaning of each of its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

FLEURTING ROSE RANCH, LLC

BOARDER

Karen Duplantis
Title: Managing Member

Name: _____

Date: _____

Date: _____

violation of the Ranch Barn Rules, theft or wanton destruction of Ranch property or property belonging to another Boarder, non-payment of Barn Trainer, or failure to give thirty (30) days' written notice before removing Horse.

6.2 Removal of Horse Upon Termination of Agreement

Boarder understands and agrees that all amounts due to Ranch under this Agreement must be paid in full before Boarder will be permitted to remove any horse from the Ranch premises. On the fourteenth (14th) day after the termination date of this Agreement, a Horse remaining on the Ranch premises will automatically become the property of Ranch and Boarder agrees to forfeit Boarder's interest in Horse, regardless of the value of Horse. Accordingly, Ranch may sell, transfer, give away or otherwise dispose of Horse without further notice to or permission from Boarder, and Ranch may retain any and all proceeds to apply against amounts owing to Ranch from Boarder and as compensation for administering the sale, transfer, donation, or disposition of Horse. Boarder agrees to take such steps as may be necessary to transfer title of Horse to Ranch, including execution of breed registry transfer forms and delivery of original registration papers to Ranch and brand inspection. Boarder agrees that Ranch has no obligation to notify Boarder of the presence of Horse on the Ranch premises, or otherwise notify Boarder before Horse becomes the property of Ranch. Any notifications from Boarder to Ranch will have no effect on the operation of this Paragraph 6.2 unless Ranch agrees to any modifications in accordance with Section 11. To the extent that any law or regulation may provide for rights and duties other than those set forth in this Paragraph 6.2, the parties agree to waive such rights and duties and agree that this Paragraph 6.2 will control.

6.3 Removal of Boarder's Personal Property Upon Termination

Boarder must remove all of Boarder's personal property from the Ranch premises upon termination of this Agreement. Items remaining on the Ranch premises following termination of this Agreement will be subject to a five dollar (\$5.00) per day storage fee. On the twenty first (21st) day after the termination date of this agreement, all personal property of Boarder remaining on the Ranch premises will automatically become property of Ranch and Boarder agrees to forfeit Boarder's interest in such property, regardless of value of such property. Accordingly, Ranch may sell, transfer, give away, or otherwise dispose of such property without further notice to or permission from Boarder, and that Ranch may retain any and all proceeds to apply against amounts owing to Ranch from Boarder and as compensation for administering the sale, transfer, donation, or disposition of such property. Boarder agrees to take such steps as may be necessary to transfer title to such personal property to Ranch. Boarder agrees that Ranch has no obligation to notify Boarder of the presence of Boarder's personal property on the Ranch premises, or otherwise notify Boarder before such personal property becomes the property of Ranch. Any notifications from Boarder to Ranch will have no effect on the operation of this Paragraph 6.3 unless Ranch agrees to any modifications in accordance with Section 11. To the extent that any law or regulation may provide for rights and duties other than those set forth in this Paragraph 6.3, the parties agree to waive such rights and duties and agree that this Paragraph 6.3 will control.

7. Facilities/Services/Feed

Hours of operation: The facility is open from 8:00am to 8:00pm, Mountain Standard Time, Monday through Friday; weekend by special arrangement. For emergencies, please call _____ at () ____ - ____.

7.1 Stall

Horse shall be kept in a twelve foot by twelve foot (12' x 12') box stall bedded with wood shavings, and an attached twelve foot by thirty-six foot (12' x 36') paddock. Ranch is responsible for the once daily cleaning and bedding of each stall.

7.2 Turnout

Liability Release Waiver

All persons MUST sign this Liability Release Waiver prior to entering Fleurting Rose Ranch, LLC’s (“Ranch”) premises. If you are under eighteen (18) years of age, please sign this agreement and have a parent or guardian sign as well.

Participant’s Name: _____ Date of Birth: _____

Parent or Guardian (if any): _____ Date of Birth: _____
(Relationship to Participant): _____

Address: _____

Email: _____

Phone: _____

Warning

Under Colorado Law, an equine professional is not liable for an injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.

Participant understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting Ranch’s premises and handling and riding horses on Ranch’s premises. Participant understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Participant or others. Ranch’s premises may contain defects, and Ranch shall not be liable for such defects. For example, footing at such facility, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Participant expressly assumes all risks of engaging in horse-related activities, including the risk that Ranch and/or Ranch’s principals, guests, affiliates, employees, agents or contractors (collectively, the “Ranch Parties”) may be negligent. Accordingly, Participant agrees upon behalf of the Participant and Participant’s guardians, heirs, and assigns (collectively the “Participant Parties”) not to sue the Ranch Parties or otherwise make a claim against such parties in connection with any injury or death.

Participant agrees to follow carefully all posted Barn Rules and any other rules provided to Participant regarding use of the property. Participant agrees to wear heeled riding boots, an ASTM-certified safety helmet fastened securely under the chin, and other proper riding attire while riding on Ranch’s premises. If Participant does not wear these items, Participant assumes the increased risk of injury or death associated with failing to wear such protective attire. Participant agrees that Ranch has no duty to provide safety attire for Participant. ALL PARTICIPANTS MUST WEAR A CERTIFIED SAFETY HELMET. Any participant choosing not to wear a certified safety helmet will not be allowed to ride on the premises and shall be immediately escorted off the property.

Participant makes each of the following representations and warranties on behalf of Participant Parties:

- (a) Participant has the requisite authority to enter into this Agreement upon behalf of the Participant Parties.
- (b) In the event that Participant is incapacitated at any time while Participant is on Ranch’s premises, Participant grants Ranch and Ranch’s agents, employees and contractors full authority to make all decisions on behalf of Participant, including medical care, and Participant agrees to hold such parties harmless for any injuries or death to Participant that may result from such decisions.
- (c) Participant does not have any physical or mental conditions that may prevent Participant from safely participating in horse-related activities.
- (d) All horses that Participant may bring to Ranch’s premises have a current negative Coggins test and are current on all routine vaccinations.
- (e) To the best of Participant’s knowledge, all horses that Participant may bring to Ranch’s premises are free of contagious diseases or conditions.

(f) All horses that Participant may bring to Ranch's premises have no history of dangerous behavior, including but not limited to biting and kicking.

By his/her signature, the undersigned Participant acknowledges that under Colorado law, an equine professional is not liable for injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities. The undersigned Participant acknowledges and fully understands the owner of Ranch is not liable for injury to, or the death of, a Participant in equine activities resulting from the inherent risks of equine activities. The undersigned Participant acknowledges that he/she has read Ranch's Barn Rules, fully understands all of the rules and agrees to abide by all such rules. The Participant shall be asked to leave the property if Participant violates the Barn Rules. The undersigned Participant releases and waives all rights against the Ranch Parties, sponsor/professional or property owner for death or personal injury. The Participant waives his/her right to sue or to bring any action against the Ranch Parties, sponsor/professional or property owner. The Participant assumes all risks and dangers of death and/or personal injury incurred while participating in equine activities on the Ranch property. The Participant authorizes and consents to any emergency medical care, which may at the time appear reasonable and appropriate under the circumstances as a result of injury caused by or incurred in the course of an equine activity. By signing this document Participant affirms he/she carries health insurance and will **NOT** hold Ranch Parties, sponsor/professional or owner liable for any medical costs.

Participant (and Participant's parent or guardian, if applicable) agrees to defend, indemnify, save and hold harmless Ranch Parties from and against any loss, liability, damage, attorneys' fee, or costs that it may incur arising out of or in any way connected with Participant's use of Ranch, Ranch's premises, presence on the Ranch's premises, Horse's conduct, Participant's use or access to Horse, or Participant's actions, breaches, failures, or omissions in performing or furthering this agreement, any obligation or conduct thereunder, or as they may relate to or arise out of the subject matter of this agreement.

I have read and fully understand the Liability Release Waiver of right to sue and assumption of all risks.

Participant:

Name: _____

Signature: _____

Date: _____

Parent or Guardian:

Name: _____

Signature: _____

Date: _____

**FLUERTING ROSE RANCH, LLC
BARN RULES**

1. Hours of operation are 8:00AM to 8:00PM, Mountain Standard Time, unless special arrangements have been made through _____. Barn will not otherwise be available during off hours.
2. Board payment is due on the first of the month. A late fee of \$25 will be assessed for payment made after the fifth of the month.
3. Clean up your horse's manure if it drops anywhere outside the stall. Please do not leave manure on the driveway. Protect the integrity of the arena footing by cleaning up any manure after you ride.
4. Clean up after yourself. Do not leave common areas such as the wash stall or lounge a mess for the next boarder. Use your own grooming supplies and stow them in your locker before you leave the barn.
5. Please be aware dogs and other animals may be on the property.
6. Please park your vehicle in a location that does not block the driveway or entry into or out of the barn, arena, or paddock. No trailers will be parked on the property unless special arrangements have been made.
7. No more than three horses in the arena at any time.
8. During lessons, only the lesson horse(s) is permitted in the arena.
9. Ranch does not allow the jumping of anything over two feet (2') tall, and rider must obtain Ranch permission prior to any jump.
10. No turnout in the indoor or outdoor arenas.
11. There shall be absolutely no lunging in the indoor or outdoor arenas.
12. Everyone riding on the property must first sign a LIABILITY RELEASE WAIVER. Forms are located in the lounge in the upper arena or upon request.
13. If you are the last person in the building, turn off all lights in the barn and/or the arena.
14. Absolutely do not adjust the heat in the barn or arena lounges.
15. Do your part to respect community areas. Do not leave food in the refrigerators. Do not take someone else's food or bottled drinks without permission.
16. Use of the laundry is off limits to everyone except Ranch personnel.
17. Gates must be kept closed at all times. Quickly and securely fasten a gate immediately after any required use.

18. An ASTM-certified safety helmet fastened securely under the chin is required at all times. ALL PARTICIPANTS MUST WEAR A CERTIFIED SAFETY HELMET. Any participant choosing not to wear a certified safety helmet will not be allowed to ride on the premises and shall be immediately escorted off the property.
19. No one may ride or otherwise interact with a horse that does not belong to them, unless they have prior written permission to do so. Boarders may only interact with their own Horse.

Failure to abide by the Barn Rules shall be considered a material breach and result in grounds for immediate termination of any Boarding Agreement or other associated agreement.

FLEURTING ROSE RANCH, LLC

BOARDER/PARTICIPANT

Karen Duplantis

Date: _____

Name: _____

Date: _____

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