



Boarder and Horse Info

Name:

Adress:

Phone Number(s):

Email:

Emergency Contact:

Name:

Phone Number(s):

Relationship:

Horse's Name:

Age:

Breed:

Color:

Primary Veterinarian (Name and Number):

Primary Farrier (Name and Number):

Boarding Agreement

This agreement is dated _____

In the state of Colorado by and between Eden's Aspens Horsemanship, LLC (EAH), its trainer, staff and employees

And Client _____ (Printed Name)

Client legally owns the previously described horse and agrees with EAH to become a part of the boarding facility for the purpose and under the terms agreed to as follows.

EAH agrees to accept horse into the EAH Boarding and Training Facility and care for the horse. Client and EAH mutually agree to as follows:

EAH Training Program:

Horse will not be ridden or trained by anyone other than the EAH trainer or staff, or the Client while in training unless prior arrangements have been made. EAH has complete control over the manner of training. EAH does not guarantee any effect of the training program or that any particular result will be achieved, since this depends a great deal on the individual physical, mental and emotional ability of Horse and Client. Client additionally agrees that he/she understands that the training of Horse involves placing above normal stresses on Horse both physically and mentally and that EAH is in no way responsible for the results of the reasonable levels of stress, which could potentially cause injury, illness and/or loss of Horse.

Leasing Horses:

If you are leasing your horse out, you are required to have your own contract between yourself and the person leasing your horse. The contract must require weekly lessons for person leasing with your horse. EAH is under no circumstances responsible for the treatment or care given to your horse by the person leasing.

Terms of Payment:

Client agrees to pay EAH according to attached fee schedule. Client will receive monthly statements on the first (1st) day of each month itemizing board, training, lessons and incidentals in which Horse requires special care or feed. Such statements will be due and payable on the fifth (5th) day of each month by either cash or check. If payment is received after the 5th day of said month a \$5.00 late fee will be assessed for each day past due. A fee of \$50.00 plus any bank charges will be assessed for any check that is not valid or is returned NSF. Partial months boarding shall be paid on a pro-rata based on a 30 day month.

Feed:

EAH will provide adequate forage for normal and reasonable care required to maintain the health and well being of Horse. Boarding options include paddock or stall. EAH and Client will choose the most appropriate option.

If Horse is to be grained, it is Client's responsibility to provide all grain and supplements, a metal trash can for storage of grain, a feed scoop and a feed bucket. It is also Client's responsibility to check and refill supplements and grain regularly. If Horse is out of grain, supplements or does not have a feed bucket Horse will not receive grain. EAH will feed grain once daily to paddock boarded horses and twice if necessary to stall boarded horses. Additional graining can be arranged for a fee.

Turnout and Paddock Boarding:

Horse will receive scheduled pasture turnout subject to weather and ground conditions, pasture health and discretion of EAH. On days where horses are not turned out to pasture, they will remain in their respective paddocks or stalls. Client understands that there may be extra risk to Horse in a group setting and will not hold EAH responsible for injuries incurred in this situation. Horse will be held in if Client's or EAH's veterinarian or farrier instructs. If Horse is aggressive, antisocial or otherwise deemed inappropriate for turnout by EAH Horse will not be turned out in a group setting.

Paddock and Stall Cleaning:

Paddocks will be cleaned a minimum of 5 times a week or as weather allows. Stalls will be cleaned every day, water checked and/or filled, hay given and a feeding of grain each day. See attached fee schedule for rates.

Facilities:

EAH and Client will share use of facilities; See attached Barn Policies for specific guidelines. Clients will have use of client lounge, tack room, equipment hooks arena, round pen, obstacle course, and saddle space (if saddle is owned). All other areas, unless otherwise marked are for community use. Client acknowledges Client has inspected the facilities and finds them in safe and acceptable order.

Routine Horse Care Requirement:

Horses being boarded must participate in EAH's de-worming, vaccinations, hoof care and dental programs, the cost of which will be paid by Client. All expenses for Horse by other professionals (i.e. veterinarians, farriers, dentists, etc.) are the responsibility of Client and Client will pay that professional for their services according to their billing practice. Client must be present for veterinarian, farrier or dental work or EAH will bill Client an additional fee to handle Horse.

De-Worming Schedule:

Choose an option below you want your horse to participate in for de-worming:

Paste & Herbal De-Worming:

January: Praziquantel
March: Herbal
May: Ivermectin
July: Herbal
September: Moxidectine
November: Herbal

Paste De-Worming:

January: Praziquantel
March: Pyrantel Pamoate
May: Ivermectin
June: Fenbenzol
September: Moxidectine
November: Ivermectin

Fecal Count:

Client will get a fecal count done on Horse bi-monthly and de-worm according to the results from a veterinarian. Results will be shared with EAH bi-monthly.

Blanketing:

Client needs to provide a winter blanket for Horse. EAH will blanket horses during winter months in the case of extreme temperature determined at sole discretion of EAH.

Fly Masks and Other Horse "Attire":

If Client provides a fly mask or any other horse "attire" for Horse, EAH will apply when needed. Blankets, fly masks and any other horse "attire" should be clearly labeled with Horse's and/or Client's name. Any maintenance, laundering or replacement of these items are at Client's cost and expense.

Emergency Care:

EAH will notify Client of any injury or illness to Horse as soon as it is practical after the problem is discovered. EAH agrees to attempt to contact Client or Client's agent(s) should EAH determine veterinary treatment is needed for Horse, but if EAH is unable to contact Client or Client's agents, EAH is then authorized to secure emergency veterinary and/or farrier care required for the health and well-being of Horse. Client will pay all costs of such care. EAH is authorized to arrange direct billing to Client. If EAH is required to attend to Horse medical/emergency care in the absence of Client, Client agrees to pay EAH according to attached fee schedule. The Permission to Seek Veterinary Care attached hereto form a part of this Agreement. Client agrees to notify EAH of any and all changes of address, emergency phone numbers, itineraries and other information reasonably necessary to contact Client in the event of an emergency.

Authorization of EAH:

Client hereby irrevocably authorizes EAH to contact a veterinarian and/or farrier of its choice in the event that the Client is unwilling to authorize such services, and at the sole discretion of EAH, when the health of Horse is in jeopardy. This authorization includes but is not limited to: wounds, punctures, seizures, fever, excessive coughing, founder, colic and severe hoof neglect. This includes, when deemed necessary by a licensed veterinarian, euthanasia of Horse. EAH is not responsible for the outcome of treatment given and Client is responsible for the payment of any such services. The Permission to Seek Veterinary Care attached hereto forms a part of this Agreement.

Risk of Loss:

While Horse is under EAH care, EAH will not be liable for any loss or damage, injury, sickness, death or theft suffered by Horse or any other cause of action arising from or connecting to the owner of the Horse. Client agrees to hold EAH harmless from any and all claims arising from damage or injury caused by Horse to anyone, and defend EAH from any such claims. All costs, no matter how catastrophic, connected with boarded or of any other reason for which Horse is on the premises, are to be carried by Client. Client further agrees he/she will be solely responsible at all times for any and all acts of Horse including but not limited to damage to all property, and claims or injuries or loss of life that may be sustained by Client, Client's family, invitees and agents of any other persons on the property. The General Agreement and Release of Liability attached hereto from a part of this Agreement.

Insurance:

Client fully understands that EAH does not carry any insurance for any horse or property (tack, equipment, trailers, etc.) not owned by EAH for boarding or for any other purposes, whether public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which Horse in the possession of, and on the premises of EAH are to be carried by Client.

It is Client's responsibility to carry full and complete insurance coverage on Client, Horse and all personal property.

EAH Rights to Refuse Services:

EAH reserves the right to refuse the continuation of boarding or training services of any Horse for any reason, to include but not limited to: horse's poor health or unsoundness, dangerous propensities, habits and/or vices; and/or non-trainable condition which EAH may not be equipped or capable to handle; Client's refusal to obey barn rules or to cooperate with EAH on reasonable requests relative to management, training, welfare and safety of animals and people on premises. In such event EAH will give client twenty-four (24) hours notice to remove Horse from premises. After all fees have been paid in full this agreement is concluded. Failure to pay boarding and other fees as due shall also entitle EAH to act with the right of lien on Horse.

Riding Equipment, Tack and Barn Policies:

Client acknowledges that they have been advised by EAH to purchase and wear a well fitted helmet fastened securely under the chin while working around or riding Horse. Client further acknowledges that they are hereby advised by EAH to always wear hard-soled fully-enclosed shoes or boots and socks to protect feet, and long pants to protect legs while working around or riding horses. EAH agrees to advise Client on the use of reasonable tack equipment for Horse. Client bears sole responsibility for their ultimate choice of tack and equipment, and for the security of such items. EAH will not be liable for Client's loss of tack or equipment. Client agrees to abide by all EAH rules and regulations. The Barn Policies attached hereto form a part of this Agreement.

Board Reimbursement:

No reimbursement or refund of any board and/or care payment will be made under any circumstances for any reason, including, but not limited to hospitalization, or absence for breeding, showing or otherwise of the Horse.

Termination of Agreement:

Client may terminate this contract without cause upon at least two (2) weeks notice to EAH. EAH may request that Client and Horse vacate the property immediately for any violation of this Agreement or the rules.

Binding Effect:

All terms and conditions of this Agreement will be binding on the heirs, successors, and assigns of Client.

Attachments:

Each of the following documents are important parts of this Agreement and are incorporated in this Agreement:

- Boarder Information
- General Agreement and Release of Liability
- Rates and Fee Schedule
- Permission to See Veterinary Care
- Barn Policies
- Emergency Contact Information
- Horse Instruction Policies and Procedures
- Photography Authorization

This Agreement is made and entered into in the State of Colorado and will be enforced and interpreted under the laws of Colorado. Should any clause in this Agreement be in conflict with the Colorado law, that individual clause is null and void.

This Agreement, including the attachments, represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement or in a written amendment hereto.

When EAH and Client sign this Agreement, it will then be binding on both parties, subject to the above and attached terms and conditions.

Client's Signature

Date

Client's Printed Name

Eden's Aspens Horsemanship, LLC

Date



General Agreement and Release of Liability

This release of Liability is dated: _____

And is observed between Eden's Aspens Horsemanship, LLC ("EAH"), and

(Your Printed Name/Childs Name)

("Client") and if client is a minor, Client's parent or guardian

(Parent/Guardian Printed Name)

This release is in effect starting today and on all future dates on this property, facilities and services of management, managements instructors, employees, agents, client, client's successors, assigns and representatives, agrees to as follows:

Acceptance of Innate Risk:

Client recognizes there are inherent risks related with equine activities and clearly understands all risks associated with participating in such activities. The risks include, but are not limited to:

The potential of equines to behave in ways of bolting, bucking, biting, kicking, spooking, stumbling, rearing, falling or stepping on. All of which may result in injury or death to a person on or around the equines. Equines can overreact to sudden sounds, sudden movement, unfamiliar objects, people or animals. Certain hazards such as footing, collision with other animals including other riders and horses, the limited availability of emergency medical care and the potential of client or other clients to act in a careless manner that may contribute to injury to client or others. Client assumes all risk in association with equines and clearly renounces any claims for any injury or loss occurring on property or with EAH. Client agrees to uphold and follow EAH rules and decree. Client further understands that the behavior of any animal is dependent on, to some extent, the ability of Client. Client has truthfully shared a full disclosure of their abilities and experience with equines to EAH.

Client clearly releases EAH from any and all claims for personal injury or property damage, even if caused by negligence of EAH or its representatives, agents or employees. This release is also binding to any lessons given off the premises by EAH.

Warning- Read Before Signing

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.

I, the undersigned state that I have read and fully understood the above Agreement and Release of Liability, and that I agree to and will uphold its terms.

_____ (Client Signature- if over 18yrs)

_____ (Clients Printed Name)

_____ (Parent/Guardian Printed Name- If Client is under 18yrs)

_____ (Parent/Guardian Signature- If Client is under 18yrs)



Rates and Fee Schedule

Client must select an option below and agrees to pay EAH the sum as indicated by the option chosen for the Horse:

_____ Paddock Boarding: \$450/month

_____ Stall Boarding: \$500/month

_____ Training Board: \$350/month (This applies only if Horse is being boarded specifically for training 3-5 times per week and will return home after said training has been completed)

Horse Training Session: \$50/session

Private Instruction: \$50/session

Children's Lessons: These lessons are an hour and a half, which gives time for catching, grooming, tacking up, untacking and turning out with the instructor.
\$55/hour and half session.

Other Services:

Additional Graining a Day: \$35/month

(Once daily for paddock boarded horses and twice daily for stall boarded horses is covered under traditional boarding rate)

Handling for Vet/Farrier: \$20/hour (minimum of \$20)

Medical Care (Applying salve, oral medication, wound cleaning, etc.): \$5 per application (Either Client provides medication and supplies or EAH supplies will be used and billed to Client)

Bandaging: \$40 per application (Either supplies will be provided by Client, or EAH supplies will be used and billed to Client)

Permission to Seek Veterinary Care

I, _____, the (“Client”) give Eden’s Aspens Horsemanship (“EAH”) permission to seek veterinary care- evaluation, diagnostic procedures and treatment- for my horse(s), in the event EAH is unable to reach me or my agent(s).

1) Agent Name:
Phone Number:

2) Agent Name:
Phone Number:

This Permission is granted not only for emergency situations but also for whenever my horse(s) requires medical attention of any kind and EAH has been unable to contact either my agent(s) or me.

My preferred veterinarian is _____, and their
phone number is _____.

If the specified veterinarian is unavailable, EAH is authorized to use the veterinarian on call of alternate veterinarian Dr. Charolette Obermeier; DVM. Located at Boulder and Beyond Veterinary Services. Phone number: 303-818-5888.

Or Dr. Wade Shoemaker at Countryside Large Animal Hospital. Phone number: 970-351-7045.

Should these veterinarians be unavailable, EAH is hereby authorized to use any other licensed veterinarian. All fees charged by said veterinarian shall be the sole responsibility of Client, with no liability whatsoever on the part of EAH for said fees.

I want to do whatever is necessary to ensure my horse will receive the appropriate veterinary care in case of an emergency or in case of a routine injury or illness. I authorize an amount up to \$_____ to be spent if it will likely save my horse and the accident or illness is recoverable.

If it is apparent that my horse is suffering excessively and there is no hope of recovery, then I do not want his/her life prolonged. If EAH and the veterinarian deem it necessary, please have my horse euthanized.

I give my permission to have my horse transported to Country Side Large Animal Hospital or Colorado State University for emergency veterinary services should the veterinarian or EAH deem it necessary. I give this permission knowing the bill may exceed the spending limit in the previous paragraph and take responsibility for all costs incurred, including but not limited to transpiring costs.

_____ YES _____ NO

I hereby request that if my horse were to be critically ill or injured or if my horse were to be euthanized, that someone from EAH would be present to comfort him/her. If my horse must be euthanized, I hereby request that the body be dispersed of in the following manner:

Unless otherwise specified the rendering company will be called. I will be responsible for all costs of body disposable and agree to have the body removed in an immediate manner.

_____ (Client Signature)

_____ (Client Printed Name)

_____ (Date)

Barn Policies

- Barn hours are from 7am to 9pm daily
- Parking is permitted on the front (West) side of barn
- Trailer parking is permitted on the north side of barn
- Horses may only be handled with permission of the Owner or EAH. Do not feed, pet, groom, halter, handle or ride a horse without the Owner's or EAH prior consent
- Each person is responsible for the general cleanup behind their horse in all common areas, including the barn aisle, tie areas, round pen and arena
- Tie horse to secure and designated tie areas only. DO NOT tie your horse to moveable metal panels or wooden fences. Ask EAH for appropriate tie areas
- Do not utilize tack, equipment or horses belongings to another person without prior consent. Leave gates as you found them unless otherwise marked
- Due to the nature of this facility being a boarding AND training facility, facility use is as follows: Priority is given to trainer for use of the round pen for training sessions with or without client involvement. Also, yield the tacking/tie area in the barn aisle to the needs of the trainer. The riding arena is for community use. Please be alert and considerate while riding with others
- Do not use tack, training equipment or health supplies belonging to EAH without prior permission unless it is marked as available for community use
- EAH strongly suggests wearing an ASTM/SEI approved riding helmet and appropriate shoes and pants when mounted
- All participants, auditors and visitors must sign a liability release upon arrival at EAH. This induces family and friends of Clients
- Dogs are allowed on premises, but only after getting the consent from EAH. Do not let your dog off leash unless he/she minds very well on verbal commands. If your dog chases horses, barks often, chases children/small pets, may bite, or does not get along with other dogs, etc. do not bring your dog. If your dog is seen doing any of these things, you may be asked to either cease bringing your dog or to keep your dog on a leash. If you have any doubt about your dogs ability to mind, please do not bring your dog
- **No smoking or alcohol allowed on premises**
- All visitors, riders and boarders are responsible for the proper conduct of themselves and their families and guests while on property. Damage to horses, equipment and facilities caused by neglect or abuse will be charged to the responsible individual. Please report any needed repairs or hazards to EAH staff

_____ (Initials)

Horse Instruction Policies and Procedures

Safety:

All participants must wear appropriate gear while around horses. This includes: long pants (jeans or riding pants), closed toed boots with a heel and approved riding helmet. All participants must sign a Release of Liability and Emergency Contact Information form before riding or participating in any activity on the EAH premises.

Payment:

Students and Clients will receive a monthly statement on the first (1st) day of each month by email itemizing all lessons, board and care given to horse from the previous month (i.e. January lessons will be billed in the February 1st payment). See Rates and Fee Schedule for specific costs. Such statements shall be due and payable on the fifth (5th) day of each month by either cash or check. If payment is received after the 5th day of said month, a \$5.00 per day late fee will be charged.

Cancellation Policy:

If the instructor must cancel a lesson for any reason, every reasonable attempt will be made to notify the student as early as possible. The Trainer will reschedule the lesson in a mutually satisfactory manner.

If the student needs to cancel a lesson, it must be done 24 hours in advance. Lessons cancelled with less than 24-hour notice, except in the event of extreme weather or an emergency are subject to lesson fee. Trainer may be notified of cancellation either in person or by phone at: 970-590-7052

Horse Care:

Proper catching, haltering, grooming and tacking will be taught in the initial lessons with Trainer supervision. When the adult students become comfortable and familiar with proper horse care and handling, they are then responsible for preparing their lesson horse prior to the start of the lesson. In order to ensure a full hour of instruction, adult participants should arrive 30 minutes before their scheduled session to perform these tasks and plan on staying at least 15-20 minutes after the lesson to untack, cool down and groom their horses. If the student is late and therefore the preparation cuts into the session time, additional lesson time is not guaranteed. In order to fully benefit from your allotted session, plan on arriving early to start on time.

Child participants will catch, groom and tack their lesson horse with the supervision of their trainer during the lesson time, therefore extra time prior to and following lesson does not need to be allowed.

_____ (Initials)



Photography Authorization

I, _____, hereby give my consent for any photographs taken of me, my children/family/friends or my horse during my participation in the Eden's Aspens Horsemanship program to be used for marketing and advocacy purposes by EAH. This permission pertains to photographs used in print form as well as in online form.

Printed Name: _____

Signature: _____

Date: _____