

Burkeridge Farm

1401 Emerson Rd. Ellensburg, WA 98926
509-674-6462 burkeridgefarm@gmail.com

Horse Boarding Agreement & Liability Release

This Horse Boarding Agreement & Liability Release (hereinafter referred to as the **Agreement**) is entered into on _____, 20____ by _____ (hereinafter referred to as **Owner**) and Burkeridge Farm LLC (hereinafter referred to as **Farm** or **BRF**). Daily board will be calculated at a rate of \$_____ per day. Thus, Owner agrees to pay the sum of \$_____ per month. Board will be paid in advance, on the first day of each month. After 7 days of delinquency a \$35.00 late charge will be assessed.

1. FULL BOARD CONSISTS OF:

- Use of stall & paddock, cleaned 4 times per week, weather permitting in winter.
- Use of cross tie area or box stall for grooming purposes only.
- Use of tack room, blanket hanging area and one tack locker per boarder.
- Use of all training arenas and designated gallop track areas on perimeter of hay fields. (No riding in the hay fields or jumping allowed without permission from primary trainer Mary Burke who must be on the facility when jumping).
- AM & PM feeding of 2 to 5 flake of Orchard Grass hay per day. *(Any grain or additional diet requirements to be provided (at cost of owner) and placed in enclosed container to prevent rodents)*. All grain and supplements are to be placed in grain room.

2. FULL TRAINING CONSISTS OF:

- Horse being worked 5 days per week by primary trainer or her riding assistance. A special tailored training program can also be created that consists of primary trainer and owner rider combination. (Details to be created between trainer and owner).
- Primary trainer arranges for shoeing and yearly vet work.
- Primary trainer determines training schedule depending on owner's goals of _____.
- Horse is inspected and groomed daily.

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3. HORSE INFORMATION:

Information for horse to be boarded is hereby stated in writing:

Name of Horse: _____ (hereinafter the "Horse")

ID: _____, Breed: _____, Color: _____, Sex: _____

Current Insurance Carrier: _____

Policy #: _____ Insurance Carrier Emergency Phone#: _____

Veterinarian's Name and Phone#: _____

Ferrier's Name and Phone#: _____

4. ILL OR INJURED HORSE:

If the Horse becomes ill or injured, the **Farm** will attempt to telephone the **Owner** immediately. If the **owner** is not reachable or able to inform the Farm regarding measures to be taken, or if the state of the animal's health requires immediate action: the **Farm** is authorized to request the services of a veterinarian or to give any other attention that appears advisable. The **owner** agrees to promptly pay all expenses for all services required.

5. DAMAGED PROPERTY:

The **Owner** agrees that the **Farm** will not be liable for damages to the Horse for any cause whatsoever, including, but not limited to: loss by fire, theft, running away, etc. *Furthermore, the owner agrees he/she will be FINANCIALLY and solely responsible at all times for any and all acts of the animal, but not limited to: damage to property such as stalls, buckets, wheelbarrows, lighting, fencing, wiring, etc. Damaged property will be replaced and/or repaired at owner's expense, this will be added on to regular board and due on usual board due date.* **The Owner agrees that the Farm will not be liable for claims or injuries or loss of life that may be sustained by the owner, his/her family, invitees, guests, agents and/or any other persons on Farm property. The Owner agrees to indemnify and hold the Farm and Richard and Mary Burke, individually, harmless from any and all liability arising from injuries or death caused by the Horse, regardless of who makes the claim.**

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6. REQUIRED HEALTH CARE:

The **Owner** agrees that the Horse will participate in monthly worming, biannual immunization and teeth floating as needed. If above actions are not performed as agreed upon, the Horse will be required to leave. This is to assure the health and safety for all the horses on **BRF**. Please see attached required immunization and worming list addendum "A".

7. NONPAYMENT OF BOARD:

The **Owner** hereby grants a lien on the Horse along with his/her registration certificate issued by the breed association (if applicable) to the **Farm** for all charges resulting from nonpayment of board and rendering of other services required for maintenance of the Horse. If any such charges are unpaid for a period of fifteen days after they become due, the **Farm** may, upon fifteen days written notice to the **Owner**, sell the Horse along with any registration certificate issued by the breed association at public or private sale to satisfy the delinquent account. **Owner** agrees to relinquish title to any and all breed association papers upon the enforcement of this clause. **Farm's** notice to **Owner** may be served by registered or certificate mail with return receipt requested, addressed to the address of the **Owner** as listed below. The proceeds of the sale, after paying the expenses thereof, will be applied to liquidate the costs secured by the lien including all charges accrued in caring for the Horse up to the date of sale, with any balance being paid to the **Owner**. If the proceeds of the sale are insufficient to cover the delinquency, the **Owner** will be responsible to pay the difference to the **Farm**.

8. GOVERNING LAW.

This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

9. ATTORNEYS' FEES and COLLECTION COSTS.

If any party to this agreement is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit. In the event the Farm is

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required to turn any outstanding unpaid amounts due under this agreement to a collection agency then Owner agrees to be responsible for and shall pay any and all costs, fees or charges imposed by said collection agency in collecting amounts due hereunder. Owner agrees to pay to Farm a \$50.00 fee for any check which is returned and or dishonored by a financial institution.

10. ENDING BOARD AGREEMENT:

Owner must give the Farm at least 15 days notice prior to removing the Horse from the property. No horse will be allowed to leave the **Farm** unless all bills are paid in full. In the event that someone other than the **Owner** or his family members calls for the Horse, such person will have written permission signed by the **owner** to remove or ride said Horse.

11. NOT COVERED BY FARM INSURANCE:

You as the Owner are hereby advised that direct loss or damage, or injury to your Horse, tack, equipment and/or trailer is NOT covered while on these premises by Burkeridge Farm’s Insurance carrier. Because you act as actual Owner of these items and have financial interest in them, it is the Horse Owner's responsibility to insure such items under their own insurance policies.

Stall Condition check list on _____ date. If any damage occurs then client will be billed for all repair fees and payment must be made no latter than the next billing cycle.

- Stall Location: _____
- Stall condition: _____
- Fence condition: _____
- Automatic water condition: _____

12. STABLE RULES:

- No jumping on facility unless primary trainer (Mary Burke) is on the premises and rider has prearranged permission.
- Helmet, Hard soled, fully enclosed shoes and appropriate riding pants will be required at all times.

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- No extra feed or shavings to be taken without permission.
- No Horse will be left unattended while tied, loose in the arena, or while grazing in public areas.
- Use trashcans for all trash including hair from shedding and/or grooming.
- Clean up after yourself and Horse after grooming in either a box stall or cross ties before leaving your location to ride or put your Horse away
- Children under 12 years of age must be accompanied by an adult and supervised while at the farm. Special arrangements can be made for supervision to be provided by Mary Burke or BRF staff.
- Other than stable dogs, all visiting dogs must be well behaved and on a leash.
- No riding or jumping in pasture without permission.
- No smoking on the property.
- Consumption of alcoholic beverages is not permitted on property unless authorized for special occasions by owners.
- Request for any special services during regular working hours of 8am to 8pm must be made through Mary Burke.

13. HORSE OWNER’S INFORMATION:

Owner’s name (printed): _____

Address: _____

Home Phone: _____ Work Phone: _____

Alternate Cell Phone: _____

Emergency Contact: _____

Email: _____

I have read THE HORSE BOARD AND LIABILITY RELEASE and am in full agreement with the stable rules and all attached agreements as follows:

- **Required Immunizations**

Owner: _____ **Date:** _____

BURKERIDGE FARM LIABILITY RELEASE

AND INDEMNIFICATION

I choose to participate voluntarily in Equine Activities, as that term is defined in RCW 4.24.530(2), at Burkeridge Farm ("BRF"). BRF is an equine activity sponsor, as that term is defined in RCW 4.24.530(3). I am fully aware of and acknowledge that Equine Activities involve inherent dangerous risk of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering or death ("Harm").

Under Washington State law, except as provided in RCW 4.24.540(2), an equine activity sponsor or an equine professional shall not be liable for an injury or the death of a participant engaged in an equine activity, and, except as provided in subsection (s) of this section, no participant nor 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 engaged in an equine activity.

I agree to release BRF and Richard and Mary Burke, individually, and their agents, assigns, employees and contractors (hereinafter collectively referred to as the "Released Parties") from all claims for money damages or loss for any Harm to me, my injury or death, the injury or death of my child(ren) named below ("Child") or my Horse or for any Harm caused by me or my Horse to others, even if the Harm, directly or indirectly, resulted from the negligence of the Released Parties.

I agree to expressly assume all risks of Harm to me or my child or my Horse.

I agree to indemnify the Released Parties and to hold the Released Parties harmless from all claims, causes of action and money damages resulting from Harm to me, my Child, or my Horse while. I am participating in Equine Activities at the BRF facility.

I have read and understand the Rules and Regulations of BRF that are posted on the BRF property. I understand these rules and regulations of BRF will be changed from time to time and I agree to abide by the changed rules. I represent that I and/or my child have the requisite training, coaching and ability to participate safely in the activities we chose to pursue at BRF.

I have read and understand these Releases; my signature below signifies my acceptance of their terms and conditions. I agree these Releases shall remain in full force and effect until they are specifically revoked by me in writing or superseded by new releases issued by BRF and signed by me.

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Dated this: _____ day of: _____, 20_____.

RIDER'S SIGNATURE & GUARDIAN SIGNATURE IF RIDER IS UNDER THE AGE OF 18

RIDER: _____.

GUARDIAN: _____, if Rider is under age 18

Phone _____ . Email: _____

Address: _____

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ADDENDUM 'A' Required Shots And Worming Policy

BRF EQUINE VACCINATION REQUIREMENTS

Vaccinations should be administered at least 2-4 weeks before traveling to Burkeridge Farm, shows, & exposure to new horses to provide maximum protective effect. This requirement is for the safety of all horses residing at burkeridge farm BRF. (horses less than 5 years of age, performance and competition horses, horses in boarding, or exposure to large number of horses or to traveling horses) are all required to have:

- Tetanus Toxoid: Vaccinate every 12 months. Revaccinate if a wound or surgery occurs more than 6 months after the last Tetanus vaccination.
- Sleeping Sickness (East/West and West Nile): Vaccinate every 12 months, preferably in the spring.
- Rhinopneumonitis (Eq Herpes virus) and Influenza [Rhino/flu]: Vaccinate every 6 months.
- Strangles-intranasal: +Vaccinate every 12 months. STRANGLES VACCINE NOTES: This intranasal vaccine should be considered for young horses, high risk adults(see above category), or for any horse kept at premises where Strangles has previously occurred. It is recommended that this vaccine be administered only by a veterinarian. Horses previously infected with Strangles and recovered have a good immunity that persists in over 75% of horses 5 years or longer. A diagnostic test is available and may be used to assess the level of a horse's immunity, to provide a guideline in determining the need for future vaccination.

SPECIFIC RECOMMENDATIONS FOR WORMING FROM VALLEY VETERINARY HOSPITAL; WORMING IS A BRF REQUIREMENT

Since fecal testing will NOT identify encysted small strongyle larvae and is limited in detecting tapeworms, these parasites should be targeted 1-2 times annually. Tapeworms (acquired through grazing or consuming hay): use Praziquantel, available in combination with ivermectin or moxidectin (Quest Plus), at least once yearly (at least one treatment Oct 1-Nov 1, after the first frost). Quest Plus is also effective against virtually all equine internal parasites, including roundworms, tapeworms, strongyles, and bots. Encysted small strongyles can cause a deadly condition in winter called larval cyathostomiasis characterized by diarrhea and weight loss. Therefore we recommend targeting encysted small strongyles around March 1 with the most effective treatment, moxidectin, (Quest, or Quest Plus).

Fecal testing identifies strongyle, roundworms, pinworms, and other parasite eggs. We use the most current laboratory procedures in detecting these parasites (sugar- centrifugation/flotation).

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To obtain a pretreatment baseline egg count, perform a fecal around 12-16 weeks after the last deworming. A very low number of parasite eggs are acceptable, but at a certain threshold we will recommend deworming. The veterinarian will also take into account your Horse's age, environment, and herd size in this recommendation. To assess the effectiveness of a recent deworming, perform a post-treatment Please Turn Over b) fecal testing 2-3 weeks after a deworming treatment. This may help identify any potential deworming resistance on your farm. c) After we determine the frequency of deworming needed for a specific horse, follow-up pre-treatment fecal testing annually is recommended. d) To collect a sample, collect several tablespoons of fresh manure and bring it to the clinic double ziplock bagged within 24 hrs. Refrigeration is advised if sample is not brought in immediately.

- If you choose not to have fecal testing done, we recommend deworming your Horse every 3-4 months with a moxidectin or ivermectin product, taking into account the guidelines in (#1) above. Keep in mind that a fecal egg count test is less expensive than the cost of two deworming treatments! (Fecal: \$29.00, additional horses \$22.00 each when submitted at the same time). A common scenario is that testing reveals that less deworming treatments are necessary for your Horse, and that saves time and money.