



## MILLPOND EQUESTRIAN CENTER • FLYING “H” STABLES

PHYSICAL ADDRESS: Sawmill Rd. Bishop, CA

MAILING ADDRESS: 590 Rocking K Rd. Bishop, CA 93514

PHONE: 760-873-6037

### Boarding and/or Training and/or Lesson Agreement

The following sets forth the agreement between MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES located on Sawmill Rd. in Bishop, CA and the undersigned owner (“Owner”) of the horse(s) described below with respect to the terms and conditions pursuant to which MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES agree to board and/or train Owner’s horse(s) and/or give lessons to owner.

**1. FEES:** Attached is a schedule of fees to be paid by owner in consideration for the various services available now or hereafter ordered by Owner. The schedule may be revised from time to time and the fees quoted in any revised schedule shall be effective upon posting. Owner agrees to pay boarding fees in advance each and every month and further agrees to pay all costs and charges for any special services listed on the attached schedule or any revised schedule, including but not limited to all veterinary costs which may now or hereafter be incurred with respect to Owners horse(s). Owners Horse(s) will not be allowed to leave the custody of MILLPOND EQUESTRIAN CENTER or FLYING “H” STABLES unless board and all services are first paid in full. Fees remaining 30 days after billing shall bear interest at the rate of 10\$ per month until paid in full. If board remains unpaid after 90 days, the Owner’s horse(s) will become the property of MILLPOND EQUESTRIAN CENTER or FLYING “H” STABLES.

**2. RESPONSIBILITY OF OWNER and indemnification and release of MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES:** As part of the consideration for the services to be rendered by MILLPOND EQUESTRIAN CENTER and/or FLYING “H”STABLES, it’s employees and agents, and for the use of the arenas, stable, vans or trailers and other facilities of any type furnished by MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, the Owner, individuals and on behalf of any minor children of Owner, does hereby agree, that MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, it’s employees or agents do not assume and shall not be held to assume or be responsible for any liability arising out of or from the boarding, transporting, or training of Owner’s horse(s), including but not limited to any liability accruing from the loss of fire, theft, death, injury to persons or property (including Owner’s horse(s)) or death or injury to any other animal or person caused by Owner’s horse(s).

MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, it’s employees and agents, shall not be liable for, and Owner agrees to indemnify MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, it’s employees and agents against any liability for damages of any nature to persons or property arising from Owner or Owner’s children, riding or handling of any horse, whether owned by Owner or others during any lessons or training provided by MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, it’s employees and agents, and independent trainers against any claims of any kind or nature that may arise out of such loss or damage, whether occurring on the premises of MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, or otherwise. Owner further specifically agrees, that from time to time Owner may request MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES to furnish transport for Owner’s horse(s), and Owner recognizes that MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES



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does not carry liability insurance insuring against any damages or liability, which may arise from the transportation of Owner’s horse(s), and MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES is unwilling to provide transportation without this agreement. Accordingly, in order to induce MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES to transport Owner’s horse(s), Owner hereby agrees to indemnify and to hold MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES, it’s employees and agents, and independent trainers, harmless from any liability arising out of or from transportation of Owner’s horse(s).

**3. ILLNESS:** Owner is given the opportunity to designate below, a particular veterinarian. In the event that Owner fails to designate a veterinarian or of the veterinarian designated by Owner is unavailable, Owner authorizes MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES to confer with a veterinarian of their choice, and to take any other actions which are required and advisable under the circumstances. Owner agrees to pay any expenses incurred by MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES for the treatment of Owner’s horse(s) and agrees to hold MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES harmless from any liability and costs incurred from any illness or injury of the horse(s). MILLPOND EQUESTRIAN CENTER and/or FLYING “H” STABLES agrees to notify Owner of any illness or injury by telephoning Owner upon discovery of any illness or injury.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Horse Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Immunizations: \_\_\_\_\_ Last Date: \_\_\_\_\_

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Horse Arrived (Date): \_\_\_\_\_ Depart (if applicable) \_\_\_\_\_

Vet Name (if applicable): \_\_\_\_\_ Vet Phone: \_\_\_\_\_

Horse or Mule will be stabled in:  BARN  PRIVATE STALL  COMMUNITY CORRAL

Signature: \_\_\_\_\_ Date: \_\_\_\_\_