

Rainbow Canyon Ranch
Boarding/Training Agreement and Information

This agreement is entered between the undersigned below and Rainbow Canyon Ranch, herein after known as RCR. Spaces will not be guaranteed unless paid in full every month. A payment of first and last will be required upon move in and a thirty-day written notice must be given prior to moving.

Name of Owner/s _____

Address _____

City _____ State _____ Zip _____

Home # _____ Work # _____ Cell # _____

Employer _____ CDL# _____

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Horses Barn Name _____ Sex _____

Breed _____ Age _____ Color _____ Height _____

Estimated Value \$ _____

Show Name _____ USEF # _____

Insurance Co. _____ Policy # _____

RCR suggests all horses be insured for mortality and major medical.

Allergies or Medications _____

Condition & Markings _____

Special Instrucions _____

Emergency Contact _____

History of any Lameness or Colic? _____

For routine purposes do you wish to use our veterinarian and farrier? _____

Preferred Vets Name _____ Phone # _____

Preferred Farriers Name _____ Phone# _____

All veterinary and farrier bills are the owners responsibility

This agreement is made as of, _____ 20____, by and between Rainbow Canyon Ranch, their owners, family operators and employees, herein after known as RCR, and _____ herein after known as boarder/owner.

The undersigned hereby enters into this agreement for Board and/or Training of this horse known as _____, Owner certifies that the animal described, is in good health, has not been exposed to any contagious diseases with in the last 90 days, and has received all routine medical care including vaccinations and deworming.

By entering this agreement with Rainbow Canyon Ranch, the Owner and the above named Horse and will be subject to the following terms and conditions:

- 1) **All Board and/or Training charges will be paid in advance in accordance with the current price list and are subject to any changes in the price list. RCR reserves the right to change the prices with out notice. All late payments are subject to a late fee. Initial _____**
- 2) **If the animal becomes ill or is injured and requires medical attention, RCR and /or RCR staff has the owner's authorization to take whatever measures are necessary for the welfare of the animal. The owner acknowledges that RCR and their staff will use their best judgment with regard to the horses welfare and the owner agrees to be responsible for any and all medical or veterinary expense and that RCR and its staff, are free and harmless from any liability arising there from. Initial _____**
- 3) **All horses kept at RCR will be vaccinated and dewormed regularly. Owner acknowledges that vaccinations and deworming at RCR is for the animal's health and for the health of all other animals kept at RCR and agrees to pay for all fees incurred. Initial _____**
- 4) **RCR shall not be liable for loss or injury to the horse due to fire, theft or any other cause. Owner understands RCR recommends mortality and major medical insurance for all horses. Initial _____**
- 5) **RCR shall not be responsible for any equipment and/or personal property brought to and/or left at RCR. RCR shall assume no responsibility for any missing or damaged tack, equipment or other personal property. Initial _____**
- 6) **Owner agrees to abide by all rules and regulations of the stable. Owner acknowledges that RCR mat suspend riding privileges and/or terminate use of the facilities at any time or evict a boarder without refund of monies for failure to abide by the rules. Initial _____**
- 7) **Owners are recommended by RCR to wear and ASTM approved helmet while riding. All riders under 18 years of age are required to wear an ASTM approved helmet at all times while mounted. Initial _____**
- 8) **If a horse is sold during the period of time that it is in training at RCR, the owner/seller agrees to pay a 10% commission to RCR. Initial _____**
- 9) **In the event that someone other than the owner calls for the horse, such person shall have written authority signed by the owner to obtain the horse. Initial _____**
- 10) **This agreement may be terminated with 30 days notice. RCR shall retain a lien for outstanding indebtedness upon termination and will, if necessary, hold the horse until the indebtedness is paid. Initial _____**
- 11) **RCR may exercise lien rights if the owner has not paid the boarding and/or training and/or other charges within 30 days. Owner with outstanding indebtedness after 30 days from statement date will be sent written notice to the above address, and if in 15 days from said notice indebtedness has not been paid, RCR may dispose of said horse(s) for the unpaid charges at private or public sale. In the event sale does not secure a price sufficient to pay costs and charges, the owner shall be liable for the difference. Any sum realized over and above costs and charges shall belong to the owner. Initial _____**

RCR is engaged in the business of owning, operating and maintaining a boarding and training facility for horses, on the real property located at 2350 San Gabriel Canyon Rd, Azusa CA 91702("the property"). Among other things, RCR provides facilities for horseback riding, various other equestrian activities, and the maintenance of training horses.

1) Rates and Fees

As the owner/boarder of the horse and/or the rider, I agree that all fees have been explained, and that RCR's brochure has been read. I agree that I will be solely responsible for paying all costs and charges incurred. The monthly costs will be billed in advance and are due on the first day of each month. Show fees will be billed at the conclusion of each show and may be reflected on the following month's bill. A late fee of \$50.00 will be assessed to any invoice that has not been paid by the fifteenth of that month. Interest will accrue at 1.5% for any account thirty days overdue.

2) Rules and Regulations

I have read and understand the rules and regulations of RCR and will abide by them at all times while on the property. I understand that if I abuse the rules in any way, I may be held responsible for any damages incurred or fined a reasonable amount for the damage. I understand that I am responsible for explaining the rules to any guest, and I am responsible for their actions. I understand that RCR is neither responsible nor liable for actions and I will hold them blameless in case of injury to any guest, any property, or myself.

3) Release and Hold Harmless

I understand there are numerous obvious and non-obvious inherent risks that are involved in equestrian activities, including but not limited to, riding, handling and even being in the close proximity of horses despite all safety precautions. Recognizing and agreeing equestrian activities may be dangerous and hazardous endeavors, even leading to permanent injury or death, due to the unpredictable nature and strength of these animals. The undersigned, as owner, and/or as handler/rider, spectator and/or other participant (collectively "owner") knowingly and expressly assumes any and all risks of loss or injury and AGREES TO HOLD HARMLESS, regardless of negligent acts or omissions, Rainbow Canyon Ranch (RCR), its respected owners, agents, employees, instructors, or contractor of RCR, and his or her employees. Each owner shall indemnify RCR against all claims or demands of any nature that may grow out of an injury occasioned by a horse, or arise from the negligence of the person(s) in charge of such horse.

4) Release and Covenant Not to Sue

The undersigned agrees that on behalf of himself, his/her spouse, heirs, legal representative, assigns, next of kin and insures, hereby release and covenant not to sue Rainbow Canyon Ranch, Mary Gatti, Charles Gatti, Linda Gatti, respective officers, managers, trainers, agents or employees, either severally or jointly, from any and all damages, liabilities, causes of action, judgments, and claims for personal injury, death and/or property damage, arising out of or related to, or in any way connected to the above mentioned property and or horse(s).

5) Minors

The undersigned agrees that if he/she allows his or her minor child or children, to participate in equestrian sports or activities at RCR, that all terms of this agreement, release and hold harmless, and covenant not to sue, shall apply to and be binding upon such minor child or children, and the undersigned further agrees on behalf of such child or children to release, hold harmless, and indemnify, RCR and their employees in accordance with all terms in the agreement.

6) Veterinarian and Farrier Care

I give my permission for Rainbow Canyon Ranch or its agents to authorize routine veterinary and farrier care of my horse/s. If my horse(s) appears to require immediate veterinary attention and I cannot be reached, RCR shall first call my veterinarian and farrier choices as listed below. If he/she is not available, RCR shall call any available veterinarian. I authorize RCR, or its agents, to take such action that the situation warrants, and release RCR of any liability arising therefrom. I understand and agree to be solely responsible for any financial costs incurred should such accident or emergency occur. RCR is not responsible for notification to insurance carrier.

Owner hereby acknowledges and agrees that the following individuals constitute the veterinarian and farrier of his/her choice:

Veterinarian: _____ **Phone:** _____

Farrier: _____ **Phone:** _____

Owner acknowledges and agrees to notify RCR immediately in the event of a change with respect to the veterinarian and farrier of his/her choice.

7) Procurement of Services

I release RCR of any responsibility as the result of any procurement of services for my horse(s) or myself, either requested or implied including but not limited to veterinarian, farrier, horse transportation or any other related service or purchase. I also understand that I am solely responsible for the payment or reimbursement of any cost incurred by such procurement of any such service for my horse(s) or myself. I further release RCR, or their agents and employees from any liability arising from said service.

8) Insurance

Owner shall be solely responsible for maintaining insurance on horse(s) including liability, major medical, accidental injury, illness, theft, and equine mortality insurance. All risks including, but not limited to, sickness, disease, astray, theft, death, and/or injury, for any cause whatsoever, are to be borne solely by Owner. RCR shall have no duty to notify Owner's insurance agent or company of any matter regarding horse(s).

9) Ownership and Assignment of Rights

Owner acknowledges and agrees that he/she is the sole owner of the horse, free and clear of any liens or other encumbrances. Owner further acknowledges and agrees that this agreement cannot be assigned to any third party or entity without the written consent of RCR. If approved, the owner shall remain responsible for any debt incurred by the third party or entity.

10) Attorneys' Fees

In the event any one or combination of RCR, its successors and assigns engages the services of an attorney or attorneys to enforce the terms of this Agreement, Owner shall pay all costs and reasonable attorneys' fees incurred by RCR, its successors and assigns, regardless of whether an formal court proceeding is commenced, or, if commenced, such action or proceeding is reduced to judgment.

THE UNDERSIGNED RECOGNIZES AND AGREES THAT BY EXECUTING THIS AGREEMENT; RULES AND POLICEIS; AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT, HE OR SHE IS WAIVING AND RELEASING LEGAL RIGHTS.

I HAVE READ AND UNDERSTAND THE FOREGOING

Owner Print Name _____

Owner's Signature _____

Print Name of Parent or Legal Guardian _____

Parent or Legal Guardian's Signature _____

Print Name RCR Agent _____

RCR Agent's Signature _____

Signed by Owner _____ **Date** _____

Accepted by Staff _____ **Date** _____

Rainbow Canyon Ranch
Supply and Equipment List

All Horses stabled at Rainbow Canyon are required to have the following:

Dark Green Stall Sign w/ Name and Owner's Name
Leather Halter with a Nameplate
Dark Green Lead Rope
Dark Green Blanket
Dark Green Day Sheet
Any Stall Buckets must be Green

As a boarder, at RCR I agree and at all times will provide the above listed supplies for my horse _____Itl

All Training Clients are required to supply the following for each horse in Training.

Home Supplies:

2 Sets of Standing Wraps (no Name), 2 Sets of Black Polo Wraps (Boots if your horse Eats Wraps), 2 pair Beval Pull on Bell Boots, Hay Net (if needed), Scoop Neck Matching Door(optional), Matching Barn Blankets

Show Supplies:

1 Set of Shipping Wraps , 2 Sets of Black Polo Wraps, Stall Plate with Show Name and Owner's Name, Dark Green Flat sided Bucket , Dark Green Halter and Lead Rope, Rainbow Canyon Tack Trunk, Hay Net if Needed, Dark Green 20 Gallon Trash Can (for water), Scoop Neck Matching Door(optional), Matching Barn Blankets

**You can leave these supplies with our barn manager, upon entrance to our Training Programs, as well as, at the beginning of each show year.
We can order these for you if you need**

I agree to have these above listed items with in thirty days and understand and agree that if I do not supply the items, then RCR will order them on my behalf and I agree for RCR to arrange to have them billed to me. _____INT

Signed:_____Date:_____

Rainbow Canyon Ranch **Boarding Rules and Regulations**

Please respect our posted ranch hours. No smoking, cars, or dogs in the barn area. No one is allowed to use any equipment or machinery without permission from the manager or a staff member.

Initial _____

Any person under the age of 18 must wear an ASTM approved helmet while mounted; RCR strongly recommends that all persons wear an ASTM approved helmet while mounted. RCR requires all riders wear an ASTM approved helmet during lessons. Boarders may use any arena that is not being used by RCR staff for training and/or lessons. No one may jump without supervision in any ring; a staff member must grant permission to use the jumps in Ring 1.

Initial _____

Boarders must have their stall door closed or a stall guard up when the horse is in the stall. The door must be closed when you are not at the stall. A stall guard does not constitute a closed door. A halter and lead line, or a bridle must be on the horse when outside the stall. Do not tie your horse anywhere but in the supplied crossties. Every horse must have a leather halter and green lead rope at the stall.

Initial _____

Boarders are not entitled to use any of RCR's tack, equipment or supplies. Turnouts are limited to 20 minutes; training horses take priority. Boarders must stay within close proximity to the horse. There are no turnouts allowed in any of the riding rings.

Initial _____

Boarders shall advise the office if a horse is to be away overnight. Individuals signing the boarding agreement are the only people to whom RCR is responsible. Only RCR personnel, owner, or owner's family, or lessee may handle/ride a boarder's horse without informing the office. If you wish to have a guest, ride your horse, all regulations apply and the guest must first sign the proper release forms. You will be held liable for the behavior and actions of your guest.

Initial _____

Absolutely no boarder will be allowed to take or request from our employees additional feed, bedding or any extra service without going through the management. Owners are expected to keep all areas used clean, and any feed storage approved by the management.

Initial _____

Boarders are expected to keep their horse in good health: worming every 90 days, teeth floated annually, current vaccinations, as well as regular shoeing.

Initial _____

No driving to or in the barn or paddock areas. RCR may make exceptions for dropping off feed and equipment, you must check with a staff member first, and alert any instructor before driving by any arena. Speed limit is 3 MPH.

Initial _____

It is expected that proper etiquette and courtesy be used while at the ranch. No running shouting or roughhousing is allowed on the property.

Initial _____

If you, your guests, your horse or horses cause any damage to stalls, paddocks or equipment, that is in excess of routine maintenance, we reserve the right to charge you accordingly.

Initial _____

Signed _____ **Date** _____