



## EQUINE SPA & WELLNESS CENTER

Boarder Name (Responsible Party): \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Street Address: \_\_\_\_\_

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

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

Emergency Contact if Owner / Boarder cannot be reached, Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ CellWorkPhone \_\_\_\_\_

Horse Information:

Do you own this horse? \_\_\_\_\_ (Y/N) If not, please have owner fill out boarder info form & sign boarding contract

Horse's Name: \_\_\_\_\_

Horse's Name: \_\_\_\_\_

Horse's Name: \_\_\_\_\_

Medical History of Horse:

Colic: \_\_\_\_\_ Frequency: \_\_\_\_\_ Last Episode: \_\_\_\_\_

Method of Treatment:

\_\_\_\_\_  
Founder: \_\_\_\_\_ When: \_\_\_\_\_

\_\_\_\_\_  
Method of Treatment:

\_\_\_\_\_  
What do you prefer your horse to be fed?

\_\_\_\_\_  
Any known food allergies:

\_\_\_\_\_  
Habits/Vices (such as cribbing, biting, weaving, rinsing food, morning naps, etc.)

\_\_\_\_\_  
Does your horse have a history of escaping from stalls, or other enclosures?

\_\_\_\_\_  
**Ferrier:** \_\_\_\_\_

Telephone: \_\_\_\_\_

Insurance: Is the Horse insured? \_\_\_\_\_ (Y/N) what is the value of your horse:  
\$ \_\_\_\_\_ Insurance Carrier (Equine Mortality):

\_\_\_\_\_  
Policy Number: \_\_\_\_\_ Carrier's

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

\_\_\_\_\_  
Veterinary Emergency Contact: \_\_\_\_\_ Phone:

\_\_\_\_\_  
May we contact your vet for a reference and to  
request a copy of you're horses' shot record? [ ] Y [ ] N

History:

Horses Current Location/  
address: \_\_\_\_\_ Phone

\_\_\_\_\_  
How long has your horse been boarded at this  
location: \_\_\_\_\_ May we contact for a reference? [ ] Yes [ ] No

Arrival Date: \_\_\_\_\_

Desired Stall: (Check One) Barn w/ in and out: \_\_\_\_ Barn (Inside): \_\_\_\_ Mare  
Motel: \_\_\_\_ Pipe Stall: \_\_\_\_ Pasture: \_\_\_\_

Reference Check:

**Equine Spa & Wellness Center, INC.  
13851 Meacham Road Bakersfield, CA**

**Owners Name:** \_\_\_\_\_  
Owners Signature \_\_\_\_\_ Date: \_\_\_\_\_

**HORSE BOARDING AGREEMENT**

WITNESS THIS AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between Equine Spa & Wellness Center, Inc. hereinafter referred to as “Stable” and \_\_\_\_\_, hereinafter referred to as “Owner”, “Boarder” and/or “Rider”.

**1. FEES, TERM, AND LOCATION.**

Owner acknowledges and accepts those terms set forth in the Rate Schedule applicable on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. Any charges not paid in a timely manner shall be subject to a finance charge of 10%. And shall be charged 10% per month until the full amount has been paid. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return. Stable reserves the right to notify Owner within fifteen (15) days of the horse’s arrival if the horse, in Stable’s opinion, is deemed to be dangerous or undesirable for Stable’s establishment. In such case, Owner shall be solely responsible for removing the horse within five (5) days of said notice and for all fees incurred during the horse’s presence upon the premises. This contract shall be deemed terminated and concluded upon the payment of all fees.

**This agreement is a month-to-month term.** Rent is due in advance or on the 1<sup>st</sup> day of each and every month at the rental rate of \$700 per month Alfalfa Hay, beginning on \_\_\_\_\_, made payable to **Equine Spa & Wellness Center, INC.**

Wellness Center, Inc. and mailed or personally delivered to **13851 Meacham Road Bakersfield, CA 93314**. Rent will be considered late if not received by 5:00 pm on the 5<sup>th</sup> day of each month. A late fee of 10% on the unpaid portion of rent will be applied and deemed as additional rent. In the event said payment is not received by the 10<sup>th</sup>, Stable shall be entitled to exert a lien against said horse, and personal property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of California. Owner understands that on the 10<sup>th</sup> day,

Stable has the right to lock and secure horse(s) stall and Owner's possessions until said payment is received.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED.

Owner agrees to submit a fully completed Owner Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. HORSES WITH VICES

Horses that are known cribbers or are later found to be cribbing will be required to wear a cribbing collar and/or have hotwire placed on its stall.

-Horses that are tail chewers will be required to have hotwire placed on its stall

-Horses that are overly aggressive will be required to have hotwire placed on its stall

If owner refuses to follow above requirements within 5 days of notification by stable, the stable has the right to purchase and install materials required. Owner will then be charged a reasonable fee for cost of supplies and time of labor.

4. FEED, FACILITIES, SERVICES, AND OWNER RESPONSIBILITIES.

Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the animals. Owner acknowledges that owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefore are as posted in the Stable and are subject to change at Stable's discretion.

Owners are required to exercise, walk, and/or turnout horse(s) minimum of 2 times per week. Or arrange for horse(s) to be exercised and/or turned out. If horse is kept in the pasture or a paddock it is not required. Stable has the right and may charge you for services rendered if horse(s) are not properly exercised.

5. RISK OF LOSS AND STANDARD OF CARE.

DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) OR ANY OTHER CAUSE OF ACTION, WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE BOARDING OF SAID HORSE(S).

The Owner fully understands that Stable does not carry any insurance on any horse(s) not owned by it 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 the horse(s) in the possession of, and on the premises of Stable are to be borne by the Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the Equine Spa & Wellness Center, INC.

13851 Meacham Road Bakersfield, CA

Subject horse(s) by Owner and that a certificate of insurance is furnished to Stable; the absence of such certificate shall result in an election of self-insurance by the boarder.

THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE. IN NO EVENT SHALL STABLE BE HELD LIABLE TO OWNER FOR EQUINE DEATH OR INJURY. OWNER AGREES TO OBTAIN EQUINE INSURANCE FOR ANY ANIMALS VALUED IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500), AT OWNER'S EXPENSE, OR FOREGO ANY CLAIM FOR AMOUNTS IN EXCESS OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500). OWNER AGREES TO DISCLOSE THIS ENTIRE AGREEMENT TO OWNER'S INSURANCE COMPANY AND PROVIDE STABLE WITH THE COMPANY'S NAME, ADDRESS AND POLICY NUMBER. FAILURE TO DISCLOSE INSURANCE INFORMATION SHALL BE AT OWNER'S RISK.

6. HOLD HARMLESS.

Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by owner's horse(s) to anyone, and defend Stable from any such claims. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

7. EMERGENCY VET AND FERRIER CARE.

Stable agrees to attempt to contact Owner should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary, and blacksmith care required for the health and well being of said horse(s) within a time period that the stables feels appropriate. Owner shall pay all costs of such care incurred within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.

STABLE SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS STABLE IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in the Owner's place with regard to the health, well being, and/or medical treatment of the horse(s).

8. LIMITATION OF ACTIONS

Any action or claim brought by Owner against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs. It is a material inducement for Stable to accept Boarder's horse(s) that Boarder intends and agrees to this private limitation of actions.

9. SHOERING/TRIMMING AND WORMING.

Owner agrees to provide the necessary shoeing or trimming and worming of the horse(s) unless otherwise agreed upon as is reasonably necessary, at Owner's expense. Owner agrees to provide Stable with all health records with regard to the horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event this is not accomplished and proof of such is not presented to Stable within thirty (30) days of Requested information, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

10. OWNERSHIP-COGGINS TEST.

Owner warrants that he owns the horse(s) and will provide proof satisfactory to stable of the negative Coggins test if requested.

11. CHANGES OR TERMINATION OF THIS AGREEMENT

The parties agree that this Agreement may be changed or terminated upon thirty-(30) days notice, regardless of the rental period. All notices must be issued in writing and given on the first of the month. Boarders that leave without written and received notice will

12. RIGHT OF LIEN/ FORCLOSURE.

The Owner is put on notice that Stable has a right of lien, for the amount due for the board and keep of such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said due is paid. Said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse(s) in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse(s). In the event Stable exercises Stable's lien rights as above described for non-

payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications and foreclosure. In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorneys' fees, costs, and other related expenses for which a minimum charge of \$250.00 will be assessed. Owner understands that to the extent of any law or regulation may provide for rights and or duties other than those set forth in this section, the parties agree to waive such rights and duties and will agree that this section will control.

13. PROPERTY IN STORAGE ON STABLE'S PREMISES.

Owner may store certain tack, trailers and equipment on the premises of Stable at an additional charge to Owner. Stable shall not be responsible for the theft, loss, damage or disappearance of any tack, trailer(s), or equipment or other property stored at Stable, Owner understands that any items are stored at the Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Hooks, cabinets, and any items permanently attached to tack shed door, walls or shelving must remain so removal does not cause damage. Vehicles cannot be stored upon the premises and in the event that a vehicle is left unattended it will be subject to one hundred dollars (\$100) per day storage cost. Trailer storage is also available at an additional charge to owner. Trailers must be for the use of horse transportation, must have current registration and in operable condition.

15. INHERENT RISKS AND ASSUMPTION OF RISK.

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

14. ENTIRE AGREEMENT.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

15. ENFORCEABILITY OF CONTRACT.

In the event one or more parts of this contract are found to be unenforceable or illegal, a court of competent jurisdiction may sever such provisions so that the other portions here of shall be deemed in full force and effect.

**RELEASE OF LIABILITY**

The undersigned Owner and all guests of Owner acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control

Over the animal or not acting within such participant's ability. Owner also agrees to have all guests sign a release of liability form located at Stable.

\_\_\_\_\_  
(Initials) (Name of Owner)

Owner warrants said horse shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse service to or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed by Stable dangerous or undesirable. Owner will assume all costs associated due to infection, contagious or transmittable diseases and will not hold Stable liable.

\_\_\_\_\_  
(initials) (Name of Owner)

**AUTHORIZATION TO OBTAIN EMERGENCY VETERINARIAN AND/OR FARRIER TREATMENT**

Management is hereby authorized to obtain any and all emergency veterinary and/or farrier treatment Stable deems reasonably necessary for my horse. Owner agrees to bear any cost connected therewith and shall pay promptly upon billing by the veterinary care provider and/or farrier. All costs of such care secured shall be paid Owner. Stable shall incur no financial responsibility or liability for veterinarian treatment or farrier services obtained pursuant to this authorization.



Stable shall have a right to act on a reputable presumption that Owner desires surgical care if recommended by a registered veterinarian in the event of colic, or other life-threatening illness or situation, unless Stable is instructed herein that the horse is not a surgical candidate.

**PLEASE MARK ONE OF THE FOLLOWING:**

Yes, my horse IS a surgical candidate,  No, my horse IS NOT a surgical candidate.

\_\_\_\_\_  
(Initials) (Name of Boarder/Rider) AUTHORIZATION TO RELEASE HORSE FROM FACILITY

Stable is hereby authorized to allow any and all person(s) listed below to remove horse(s) and/ or personal property of Owner

I, the Owner, hereby authorize and grant the below listed individuals the authority for removal of my horse(s) and/or personal property from the Stable Facilities and Grounds.

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

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

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

Stable shall incur no financial or legal responsibility once horse(s) has been removed from the Stable Facilities or Grounds. \_\_\_\_\_

(Initials) (Name of Boarder/Rider)

**ENTIRE AGREEMENT**

This Contract represents the entire agreement between the parties. No other agreements, promises, or representation, verbal or implied, are included herein unless specifically stated in written agreement. This Contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNER AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENTS FOR SUCH PARTIES MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES. I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of Owner (Authorized Agent) \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signature

of Owners Parent or Guardian (If owner is a minor) \_\_\_\_\_ Print

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_ Zip: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_ (Cell) \_\_\_\_\_

Stable Owner and/or Leasee: (Authorized Agent) \_\_\_\_\_

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

The following is a list of rules and regulations:

**RESPECT OF OTHERS:**

\*The horse owner understands and agrees that the facility grounds are to remain at all times, suitable for other persons in such area, and that no belligerent, malicious, defamatory, lewd, vulgar, profane, racist, or otherwise objectionable conduct or language will be tolerated. The horse owner hereby consents that his/her conduct will at all times be dignified and civil, and hereby authorizes his/her immediate expulsion and permanent exclusion from the facility grounds if he/she breeches this covenant.

\*Spending quality time with one's horse is precious to all of us. Boarders will respect the privacy of each individual and not impose on him or her with gossip, personal problems or unwanted advice. \*Boarders will be held solely responsible for any of their guests on the facility grounds at all times.

**ATTIRE:**

\*Proper equestrian shoes/footwear are recommended to be worn at all times while on the facility grounds. Anyone not wearing proper shoes/footwear understands that there is risk involved, which includes but is not limited to being stepped on by a horse.

\*Appropriate clothing is required. No bathing suites, excessively revealing clothing, or any clothing deemed inappropriate by management will not be tolerated

\*It is the responsibility of the boarder to wear protective headgear at all times for any type of riding. All riders understand that there is an inherent risk when riding and that it is recommended to always wear a properly fitted and approved riding helmet. If no approved protective equestrian helmet is worn it is at the riders own risk.

\*It is recommended that all persons who do jump, have an observer with them who can assist should an accident occur.

**ALCOHOL:**

\*Alcohol is not permitted on the facility grounds unless there is prior written approval from barn management.

**SMOKING:**

\*Smoking will be allowed in designated areas only, due to the potential risk of fire. No smoking will be allowed within twenty (20) feet of hay storage areas, barns or stalls, or anywhere else combustible material may be found. Please dispose of your butts in trashcans, not the ground.

#### HORSE HANDLING, BLANKETING, SUPPLEMENTING, ETC:

Horse owner **MUST** be present if you are to handle a horse other than your own. This includes blanketing, handling, supplementing, etc. The exception to this rule – insured, stable approved trainers are allowed to handle non-owned horses.

#### PERSONAL ARTICLES:

- \*Stable is not responsible for personal articles that are lost or stolen.
- \*All tack and supplies, with exception of the halter, lead rope and/or blanket, are to be stored in the tack rooms provided.
- \*Any items not properly stored may be picked up by stable management and/ or employees and placed in a designated lost and found area. After two full weeks and no claiming of item(s), stable has full right of possession of item(s) and may throw away, donate, or do with whatever is deemed appropriate by management.
- \*No Tack Boxes/ Trashcans/ in front of stalls

#### TYING OF HORSES:

- \*At no time will the boarder or handler tie a horse to any of the stall gates, arena gates or fencing. \*Horses should only be tied in designated tie areas

#### CRIBBING HORSES:

- \*Horses that crib will be required to wear a cribbing collar at all times. Any damage caused by the cribbing will be charged to the owner for replacement and/or repair costs. Facility has the right to put a crib collar on any cribbing horse(s) and charge the owner for the incurred costs including but not limited to supplies and labor.
- \*If a boarder has any problems or concerns pertaining to their horse's stall, feed, or well being, it is their responsibility to inform management in person or through a written letter/note. At no time should the boarder request such change or information from the facility maintenance employees, as they will not have the authority to act upon or change such policy or procedure.

#### HOURS:

- \*The facility gate will open at 8:00 AM and close at 5:00 PM. Monday-Friday and locked Saturday & Sunday. The boarding facility is open daily to boarders unless posted otherwise by management.

#### **CHILDREN SUPERVISION:**

- \*All children must be under adult supervision at all times while on the facility grounds.

\*It is not the responsibility of the Stable, or its' Staff to supervise children while on facility grounds.

**CLEANLINESS:**

\*Please remind your farrier to clean up and use a magnet to pick up metal nails and fines. It is at the management's discretion that if at any point the Farrier does not follow these rules the Farrier will no longer be allowed on facility grounds.

**VEHICLE USAGE AND PARKING:**

\*Motor driven vehicles, with the exception of Stable's, Vet's, Horseshoer's, and Trainer's vehicles, are to be confined to the roads and parking locations within the facility grounds, except when loading and unloading heavy supplies, such as grains and shavings. PLEASE DRIVE SLOW!!!!

\*Please do not drive into the barn or grass areas

\*Please do not block the barn aisle; mare motel aisle, trailers, vehicles or other neighboring stalls with your vehicle at any time.

\*Horse trailer parking spaces may be used as overflow parking for vehicles.

***DOGS:***

\*Management reserves the right to restrict any and all dogs from property if there are any safety concerns or issues. Dogs must stay with owner at all times on a leash

**HAY:**

\*Boarders are not allowed access to the hay storage area for any reason!

**LANDSCAPING:**

\*Horses are allowed to graze on seasonal grass growing but please do not allow horses to graze on landscaping. Please be careful of some weeds, as they may be hazardous to your horse's health

**WASH RACKS/ HORSE WASHING:**

\*The washing of horses is to be confined to wash rack areas only. No exceptions will be made.

\*All manure should be swept to the side and removed.

\*All hoses will be equipped with a shut-off spray nozzle in an effort to conserve water, and the nozzle may not be removed for any reason at any time.

**STALL REQUIREMENTS:**

SALT/ MINERAL BLOCKS: No salt/mineral blocks/ licks in feeders or hanging on stall fences (a fine of \$200 or more may apply if feeder AND/OR stall is damaged; blocks may be placed on the ground in a feed tub provided by the owner)

STALLS ADDITIONS: No wood boards, mesh, wire, hotwire, tarps, screws, nails, etc. are permitted without period.

HORSE LICKS/TOYS: No popsicle or “toy food” may be hung in stalls (may be placed on the ground in a feed tub provided by the owner)

FEEDS: Wet feeds such as beet pulp and bran mashes are not allowed in feeders (feed may be placed on the ground in a feed tub Provided by the owner). Dry feeds are acceptable in the feeder.

I agree to follow all stall requirements listed above:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**Instructions - Please complete all 4 steps.**

1. If you would like to authorize Equine Spa & Wellness Center, INC. to deduct your monthly payments by automatic deduction please:
2. Attach a voided, unsigned check to the form.
3. Return the original form and the voided check to Equine Spa & Wellness Center, INC.
4. Retain a copy of this form for your files.

We will process your account for automatic deduction as soon as possible after we receive your form. The authorization form must reach our office by the 5<sup>th</sup> of the month to begin your automatic payment for the month.

**Billing Information**

I (we) hereby authorize Equine Spa & Wellness Center, INC. To debit the following credit card. Each debit shall be made each month in an amount equal to the withdrawal amount indicated on the monthly billing.

Credit Card Number: \_\_\_\_\_

Exp.Date: \_\_\_\_\_ Security Code: \_\_\_\_\_ Visa/MasterCard/AMEX

I, \_\_\_\_\_, do hereby authorize Equine Spa & Wellness Center, INC. to charge the aforementioned credit card on the monthly billing cycle.

Or I will be Paying with  
\_\_\_ Check \_\_\_ Cash (Check One)

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

**Equine Spa & Wellness Center, INC.  
13851 Meacham Road Bakersfield, CA**

ATTENTION!!! PLEASE HAVE ALL GUESTS SIGN THIS FORM

(Forms located above black mailbox in barn)

\_\_\_\_\_  
RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD IF APPLICABLE) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF MAIA KIGHT, EQUINE SPA WELLNESS CENTER, INC THE TRAINER(S), THE MANAGEMENT, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

I, \_\_\_\_\_ (and if applicable my minor child  
\_\_\_\_\_) (Hereinafter the Undersigned) reside at (Street Address)  
\_\_\_\_\_, in  
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_.

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to handle horse(s) and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledge that a horse or mule may, without warning or any apparent cause, may but is not limited to buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot/feet, push or shove a person, bridles may loosen or break - all of which may cause handler or to be injured, fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.
2. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the facility in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the facility. I also understand that people are working, walking, running, riding, handling horses, lunging horses, "turning out" horses, dogs bark, flags and other objects wave and other activities and conditions not limited to above listed items, these may cause horses to react in an unpredictable and dangerous manner without warning.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL.

I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the facility any at any time be wet, slippery, rutted, eroded, rocky or contain holes.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO ME AND/OR MY HORSE OR PROPERTY OR TO ANY OTHER PERSON AND THEIR HORSE OR PROPERTY CAUSED BY MY HORSE OR ANY HORSE UNDER MY CONTROL ENCOUNTERING UNSAFE CONDITIONS OF THE RINGS, ROADS OR GROUNDS

WHETHER SUCH CONDITIONS WERE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE: Stable, management, owners trainer(s), and any employees of such for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a bridles, equipment.

4. Release Stable, management, owners,, and any employees of such from any claim that Stable, management, owners, and any employees of such were negligent in connection with my or my child's including selecting horses, maintenance, care, fit or adjustment bridles, or leading and or the use of any equipment

Provided by Stable, management, owners and any employees of such or being on the premises of the Stable, which resulted in loss, damage, injury or death.

5. Agrees that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless voluntarily release Stable, management, trainers, and any employees of such from all liability for claims arising out of the matters set forth herein. The Undersigned understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters for the herein. All claims are forever barred by this release without regard to whether



those claims are based on the alleged breach of duty arising under contract or in any other claims or cause of action.

6. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable, management, its owners, trainers, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

(PLEASE INITIAL HERE): .

I have read this document. I understand it is a promise not to sue and to release and indemnify, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to Equine Spa & Wellness Center, INC. allowing me and/or my child to handle, and/ or be in close proximity to horse(s). I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

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

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

**Equine Spa & Wellness Center, INC.  
13851 Meacham Road  
Bakersfield, CA 93314  
661-589-2000**