



HORSE HOSTING AGREEMENT AND LIABILITY RELEASE

By this agreement, made and entered this day of _____, 20 ____ by and

between (Horse Owner's Printed Name) _____,

who resides at (Horse Owner's Address) _____,

herein referred to as the "Horse Owner" and Ranch at Roaring Fork Homeowners Association, Inc.,
herein referred to as "Ranch."

The above Horse Owner is hosted by Ranch at Roaring Fork Owner,

(RRF Host Owner's Printed Name) _____,

who resides at (Ranch Address) _____,

herein referred to as "Host." The Horse Owner is, in essence, a guest of the Host and all of the
Ranch Rules apply to the Horse Owner:

The parties hereby agree as follows:

FEES

1. Horse Owner agrees to pay the Ranch the sum of \$_____ per month to board a horse at the Ranch horse boarding facilities ("Monthly Board"). Monthly Board shall be paid on the first day of each month, in advance. The Ranch requires at least 30 days advance notice to the Ranch Manager, in writing, to terminate this Agreement and the obligation of Monthly Board. Horse Owner is responsible for a full month's Monthly Board in the event advance notice is not provided as required by this Agreement.

- a) A late fee of five dollars (\$5.00) per day is charged for payments made after the first day of the month.
- b) Automatic payment is available on request.
- c) Monthly refunds and prorations for monthly boarding fees and the hay price will not be issued except in the limited situation of a horse passing.

- 1.1 Horse Owner and Host shall be jointly and severally liable for payment of all charges set forth in this Agreement, where applicable, including but not limited to Monthly Board, special services listed herein, and all veterinary and medical costs that may be incurred for the horse. In the event Horse Owner fails to make payment, the Host shall be obligated to pay the outstanding balance. The Host shall also have liability for damages resulting from Horse Owner's actions while on the Ranch property.
- 1.2 A one-time non-refundable new horse fee of \$_____ due with first Monthly Board.

RELEASE AND INDEMNITY

2. If a boarded horse is noticed to be ill or is injured, Ranch shall attempt to communicate with the Horse Owner immediately. Under no circumstances shall the Ranch have any liability whatsoever if any such attempt at communication is delayed or unsuccessful. If the Horse Owner does not immediately inform Ranch regarding measures to be taken, or if the state of the animal's health requires immediate action, Ranch is hereby authorized to request the services of a veterinarian or to give any other medical attention that appears reasonable. Under no circumstances shall the Ranch have any liability whatsoever if any such request for veterinarian services or other medical attention is omitted, delayed or unsuccessful. The Horse Owner shall promptly pay all expenses for all services relating to this illness or injury incurred by the Ranch.

2.1 The Horse Owner agrees that Ranch shall not be held liable for damages to horse of any cause whatsoever, including but not limited to, loss by fire, theft, running away, death, illness and/or accident and specifically waives and releases any claim, action, damages, and liabilities against the Ranch related thereto. The Horse Owner further agrees he/she shall be responsible at all times for any and all acts of the animal including, but not limited to damage to Ranch's property such as paddocks, dry lots, buckets, lighting, fencing, wiring etc. and claims, injuries or loss of life that may be sustained by Horse Owner, his/her family, invitees, agents or any other persons or their property.

2.2 Any insurance coverage for a Horse Owner's horse shall be Horse Owner's sole responsibility. Ranch is not required to maintain insurance covering Horse Owner's horse. If a Horse Owner obtains such insurance, Horse Owner shall provide a Certificate of Insurance to Ranch at its request. The Horse Owner shall be responsible for making any and all claims.

2.3 Horse Owner acknowledges and accepts the risks and dangers inherent in equine activities ("Equine Related Risks") including without limitation: the propensity of a horse to behave in ways that may result in injury or harm to, or the death of persons on or near the horse, or result in an injury or death to other animals, including Horse Owner's horse, such as bucking, biting, kicking, rearing, shying, falling, or stepping on persons or other animals; the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects; and the potential of another Horse Owner to not maintain control over its horse or horses.

2.4 Horse Owner hereby releases, indemnifies, and holds harmless the Ranch, its Board of Directors, officers, staff members, volunteers, sponsors, organizers, agents, and any other representatives, any other cooperating or coordinating agencies or groups and any of their successors and assigns, of and from all liability whatsoever and covenants not to sue them on account of or in conjunction with any claims causes or action, injuries, damages, or expenses, known or unknown at the time of this Agreement (collectively "Liabilities"), arising out of the use or presence upon Ranch property and facilities by Horse Owner or Horse Owner's horse, including without limitation such liabilities as may arise from death, personal injury, property damage, economic loss, including consequential damages.

2.5 Horse Owner shall maintain boarded horse(s) in a sound and healthy condition.

2.6 If the market value of Horse Owner's horse is in excess of \$20,000.00 (twenty thousand dollars), Horse Owner must provide valuation documentation and provide adequate insurance coverage for such horse. Ranch will not be held liable for any claims whatsoever.

RIGHT OF LIEN

3. Ranch shall have a lien pursuant to C.R.S. § 38-20-102(a) or otherwise as allowed by law, and Horse Owner specifically grants such lien upon Horse Owner's horse for any and all charges resulting from boarding and rendering any other services to the animal. If any such charges are unpaid for a period of 30 days after they come due, Ranch may, upon 15 days' notice in writing to Horse Owner, sell the horse publicly or privately to satisfy the account. Horse Owner agrees to relinquish title to any and all breed associations and registration papers upon enforcement of this clause. The notice may be served by registered or certified mail with return receipt requested, addressed to the Horse Owner at the address stated above. The proceeds of the sale, after paying the expenses thereof, shall be applied to liquidate the indebtedness secured by the lien including all charges accrued in caring for the animal up to the date of sale and the balance shall be paid over to the Horse Owner. If the proceeds of the sale are insufficient to cover the indebtedness, the Horse Owner or Host shall pay the difference to the Ranch.

SERVICES

4. The boarding fee includes daily feeding through the winter months (November-April); horse will be provided with an adequate amount of hay to sustain the horse's weight and nutritional requirements throughout the winter months. Horses will self-feed throughout the summer months (May-October). If Horse Owner's horse requires additional feed or supplements the Horse Owner shall pay for and administer those requirements. Horse Owner is responsible for moving horse to monitor self-feeding.

4.1 If anyone other than the Horse Owner or his/her family member proposes to take out Horse Owner's horse from the boarding facility, such person must have written permission signed by the Horse Owner to remove or ride horse. Prior to entering the pasture area, that person must bring the written permission to the Ranch Office and sign a riding release form. Notwithstanding the proceeding, the Ranch nor its managers, employees, officers or Directors shall be liable for any unauthorized use of horses.

4.2 Paddocks and dry lots are available for Horse Owners at no additional charge. Horses are not allowed a permanent lot or paddock. Paddocks/dry lots are available in half day increments unless otherwise pre-approved by the horse committee. Paddocks/dry lots are to be cleaned by Horse Owner after each use.

4.3 One trailer per Horse Owner may be stored at the Ranch for an additional \$400.00 per calendar year, payable in advance. These are annual fees and are not pro-rated. The Ranch shall not be responsible for theft, loss, damage or disappearance of any trailer, equipment or tack stored inside the trailer.

4.4. Horse Owner shall be subject to all applicable Ranch covenants, rules, regulations, and policies for use of Ranch property ("Ranch Rules"), as they may be amended from time to time, including but not limited to Ranch's "RV Lot" Storage Area Rules of Use applicable to trailer storage.

TERMINATION

5. Horse Owner agrees to abide by all Ranch Rules. Failure to do so will result in the following action: 1) verbal warning of violation, 2) written notice of violation, 3) possible eviction. Either party may terminate this agreement by giving thirty (30) days written notice.

5.1 This agreement is entered to in the state of Colorado and will be interpreted and enforced under the laws of Colorado. Jurisdiction of any dispute shall be in the District Court of Garfield County, Colorado.

This Agreement is executed and made effective as of the date first set forth above.

Host Printed Name: _____

Host Signature: _____ Date: _____

Horse Owner Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency Contact & Phone Number: _____

Veterinarian: _____ Vet Phone: _____

Horse Owner Signature: _____ Date: _____

Signature of parent or guardian if Horse Owner is under 18 years of age:

_____ Date: _____

Information on horse to be boarded:

Name of Horse: _____

Breed: _____ Color: _____ Sex: _____ Age: _____

Distinguishing Marks: _____ Estimated Value of Horse: _____

Additional Information: _____
