

VERO BEACH EQUESTRIAN CLUB

CHECKLIST



Name: _____

Date: _____

Horse(s): _____

Please return with the following:

Completed Owner Information & Emergency Contact Sheet

Completed Horse Information Sheet

Signed Boarding Agreement / Boarding Fees and Security Deposits / Signed Acknowledgement

Waiver and Release of Liability (Attachment 1)

Signed Independent Trainer Agreement (if applicable)

Signed Trailer Storage Agreement (if applicable)

Thank You

OWNER INFORMATION AND EMERGENCY CONTACT SHEET

OWNER(S)/CONTRACT HOLDER(S) NAME: _____

HORSE(S) NAME(S): _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

EMAIL: _____

PHONE #'S: HOME: _____

WORK: _____

CELL: _____

SOCIAL SECURITY #: _____

AUTHORIZED RIDERS/CAREGIVERS: _____

PHONE: _____

VETERINARIAN: _____

PHONE: _____

VETERINARIAN 2: _____

PHONE: _____

FARRIER: _____

PHONE: _____

INSURED? ____ YES ____ NO

BY WHICH FIRM? _____

POLICY #: _____

PRIMARY EMERGENCY CONTACT: PHONE #: _____

EMERGENCY TRANSPORTATION CONTACTS:

CONTACT 1: _____ PHONE #: _____

CONTACT 2: _____ PHONE #: _____

HORSE INFORMATION SHEET

HORSE NAME: _____

BREED: _____

GENDER: _____

DOB: _____

STALL/PASTURE: _____

FEED REQUIREMENTS: HAY: _____

GRAIN: _____

HORSE NAME: _____

BREED: _____

GENDER: _____

DOB: _____

STALL/PASTURE: _____

FEED REQUIREMENTS: HAY: _____

GRAIN: _____

HORSE NAME: _____

BREED: _____

GENDER: _____

DOB: _____

STALL/PASTURE: _____

FEED REQUIREMENTS: HAY: _____

GRAIN: _____

VERO BEACH EQUESTRIAN CLUB BOARDING AGREEMENT

This Boarding Agreement (“Agreement”) is entered into this ____ day of _____, 20____, by and between you, _____ (“You” or “Boarder”), and Vero Beach Equestrian Club (“VBEC”). The Boarder and VBEC are referred to individually as a “Party” and collectively as the “Parties.”

A. VBEC owns and operates the Vero Beach Equestrian Club, 7355 69th Street, Vero Beach, FL (the “Club”). The Club includes barns, stalls, paddocks, adjacent pastures, turn-out areas, and trails along with other facilities for non-commercial, recreational equestrian activities. The Equestrian Club Manager (the “Equestrian Club Manager”) oversees the operations of the Club.

B. Boarder desires to board the horse(s) listed on the “Horse Information Sheet,” attached hereto and incorporated herein (referred to as “Boarder’s horse(s)” or the “horse(s)”), at the Club.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which Boarder will board the horse(s) at the Club. In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Documents Comprising this Agreement. This Agreement includes and incorporates the terms and conditions in the documents described below. The Boarder is responsible for reading, completing, signing and returning each of the following.

a. Acknowledgement, Waiver, and Release of Liability Form (the “Release” or “Release of Liability”), attached hereto as Attachment 1 and incorporated herein by reference. Anyone who participates in activities at the Club must sign an Acknowledgement, Waiver, and Release of Liability similar to the Release. Parents or legal guardians must sign for children under eighteen (18) years of age.

b. Colic Surgery Authorization Form, attached hereto as Attachment 2 and incorporated herein by reference (the “Colic Authorization Form”). This form informs the Boarder of options when issues arise with colic.

c. Vero Beach Equestrian Club Fee Schedule & Worming Program (the “Fee Schedule”), attached hereto as Attachment 3 and incorporated herein by reference. The Fee Schedule lists the current boarding fees and charges, fees for additional services, and includes information regarding the required worming program for the Boarder’s horse(s).

d. Rules and Regulations promulgated by the VBEC (the “Rules and Regulations”), attached hereto as Attachment 4 and incorporated herein by reference. The Rules and Regulations may be amended from time to time.

2. Services and Charges. VBEC will board and feed your horse(s) and provide additional services as may be required or requested by the Boarder from time to time, at the costs set forth in the

Fee Schedule. Requests for additional services must be made in writing to the Equestrian Club Manager.

3. Independent Trainer Services Agreement. If Boarder employs or uses the services of a trainer, the trainer must complete the Independent Trainer Services Agreement, execute a release of liability form, and obtain a copy of the Rules and Regulations. The Independent Trainer Services Agreement may be obtained from the Equestrian Club Manager.

4. Boarding Area. Boarder's horse(s) will be stabled in a barn stall _____ or paddock _____. If more than one horse is stabled, an attempt will be made to stable the horses in the same area.

a. Relocation. The Boarder's horse(s) may be moved from the stall or paddock identified above at any time during the term of this Agreement to a different stall or paddock, as applicable. The Boarder will be notified with respect to such change.

b. Requests to Change. The Boarder may submit a written request to the Equestrian Club Manager to change the horse's current boarding facility to another type. Any such request must be approved in writing by the Equestrian Club Manager. Upon the effective date of such change, the Boarder shall be required to pay the monthly fee for the changed location, as set forth in the Fee Schedule. Unless and until the former stall or paddock is filled, the Boarder also shall be responsible to pay all costs associated with the vacated stall or paddock until the end of the term of this Agreement.

5. Security Deposit. For new boarders, a security deposit equal to two (2) month's boarding fees (the "Security Deposit") must be paid to VBEC, along with the first month's boarding fee, for each owned or leased horse boarded at the Club upon signing this Agreement. Upon expiration or termination of this Agreement, VBEC will deduct from the Security Deposit any unpaid boarding fees and/or additional charges and costs to repair damage to the Club arising pursuant to this Agreement, other than normal wear and tear. The remaining balance, together with a summary accounting for all fees, charges, costs and expenses deducted, will be returned to the Boarder, without interest, within thirty (30) days of expiration or termination. Security deposits from previous boarding agreements with VBEC, in VBEC's sole discretion, may be carried forward and applied as a credit to the Security Deposit required hereunder.

6. Veterinary Treatment and Other Care. If Boarder's horse(s) is believed to be injured, sick, at risk of endangering the welfare of another animal at the Club, or otherwise in need of veterinary care, the Equestrian Club Manager or its designee will attempt to notify the Boarder by telephone. If the Boarder is unavailable (e.g., a telephone message is not returned within 24 hours or the Equestrian Club Manager becomes aware that the Boarder is out of town) or if the Equestrian Club Manager, in his or her sole discretion, considers the situation an emergency, the Equestrian Club Manager will contact the Boarder's designated veterinarian to render care. If the designated veterinarian is not available, the Equestrian Club Manager will contact a veterinarian of its choice to examine and/or render treatment as necessary for the welfare of Boarder's horse(s). The Boarder shall be responsible to pay or reimburse VBEC, as applicable, for the full cost of all veterinary services performed pursuant to this Agreement; provided, however, that the Boarder is not responsible for costs not authorized pursuant to the Colic Authorization Form.

7. Authorization of Riders and Handlers. No person may ride or act as a handler or trainer for Boarder's horse(s) unless and until such person completes, signs and returns to the Equestrian Club Manager a Release of Liability. If the Boarder wishes to terminate or discontinue the authorization of any rider, handler or trainer, the Boarder must notify the Equestrian Club Manager in writing.

8. Tack and Storage. VBEC provides tack rooms for tack and related equipment. The Boarder will be assigned one space per horse in the tack room for tack and related equipment; provided that the assigned tack space may be changed at any time by the Equestrian Club Manager, in its discretion. VBEC assumes no liability or responsibility for the care and safekeeping of personal property at the Club. The Boarder is responsible for the loss, damage, or theft of any of Boarder's personal property at the Club and waives all claims against VBEC for loss, damage, destruction, or theft thereof.

9. Ownership of Horse(s). The Boarder must have the unrestricted and unencumbered right and authority to possess Boarder's horse(s) and to direct and control its boarding, use, care and possession. Before Boarder's horse(s) may enter the Club, Boarder must provide VBEC with satisfactory evidence of Boarder's right of ownership, possession, or control of the horse(s). If there is any dispute or claim of ownership of the horse(s) involving Boarder or any third party, Boarder agrees to indemnify, defend and hold VBEC harmless from any loss, liability, cost and/or expense (including attorney's fees and court costs) arising in connection with the claim and VBEC's exercise of its rights. If leasing a horse, a copy of the lease agreement must be given to the Equestrian Club Manager. The lease agreement must state that Boarder has the right and authority to make any and all decisions pertaining to the horse, its boarding, use, care and possession. The horse's owner must also sign a Release of Liability.

10. Payment Obligation and Due Dates. The payment of boarding fees and additional service fees on a monthly basis is for Boarder's convenience. The Boarder is obligated under this Agreement to pay boarding fees for the entire term of this Agreement.

a. Changes to Fee Schedule. The Fee Schedule may be changed by VBEC from time to time by posting a notice of the revised fee schedule at the Club. Any change in the monthly boarding fees or additional services becomes effective thirty (30) days after the date of the first posting. The Boarder shall be bound by the change in fees for additional services unless Boarder notifies VBEC in writing that Boarder will discontinue services. Changes to the Fee Schedule for additional services do not give the Boarder the right to terminate this Agreement. The Boarder shall be bound by any change in boarding fees during the term of this Agreement unless the Boarder exercises his or her right to terminate this Agreement pursuant to paragraph 13 hereof.

b. Monthly Payment. Charges for boarding and goods and additional services provided to Boarder by VBEC will be invoiced monthly and are due and payable ten days after the date of the invoice. All fees and charges not paid by the due date are delinquent. All unpaid and delinquent fees and charges will accrue interest at the rate of two percent (2%) per month. VBEC may institute legal proceedings against Boarder to collect all unpaid fees, charges, accrued interest, and reasonable attorneys' fees and costs incurred in collection, in lieu of or in addition to other remedies that may be available.

All unpaid fees and charges due to VBEC shall be paid prior to removal of Boarder's horse(s) from the Club.

11. Lien. Pursuant to §§ 38-20-201 et seq., C.R.S. (the "Agistor's Lien Act"), VBEC shall have a lien upon any horse boarded at the Club as provided therein. Said lien may be foreclosed in accordance with Agistor's Lien Act.

12. Term. The initial term of this Agreement shall begin on the date set forth above and shall end on _____, 20____, unless sooner terminated in accordance with the provisions of this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) month periods on the same terms and conditions as set forth in this Agreement; provided, however, that changes to boarding rates and fees, as reflected in the Fee Schedule, shall apply to successive renewal periods. Either Party may elect to not renew this Agreement by providing notice of non-renewal to the other Party thirty (30) days prior to the desired termination date. This Agreement may be prorated for boarding arrangements beginning later than the first day of any month.

13. Termination. This Agreement may be terminated under the following circumstances:

a. VBEC may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' advance written notice of termination to the Boarder.

b. VBEC may, in its sole discretion, terminate this Agreement immediately if:

(i) the Boarder, or the Boarder's authorized riders, handlers, trainers, guests, or children fail to comply with this Agreement or the Rules and Regulations;

(ii) the Boarder attempts to transfer, sublease, or assign Boarder's interest in this Agreement to any person or entity without the prior written consent of VBEC;

(iii) the Boarder misrepresents the ownership of the horse(s).

c. The Boarder may terminate this Agreement if

(i) VBEC materially fails to meet its obligations under this Agreement or

(ii) VBEC elects to increase boarding fees (i.e., not additional or other fees or charges) during the term of this Agreement or renewal term. If the Boarder's horse(s) dies, the Boarder has the right to terminate this Agreement on the last day of the month of the death of such horse(s). Termination shall become effective as of the date of written confirmation from VBEC that the request to terminate has been approved. Immediately upon termination or expiration, the Boarder must remove Boarder's horse(s) and all of Boarder's personal property from the Club. The Boarder agrees to pay \$50.00 per day for each day the horse(s) remains at the Club after the date of termination or expiration of this Agreement. VBEC may feed and care for the horse(s) as necessary to preserve the horse's welfare, and the cost and expense of the same shall be fully reimbursed by Boarder to VBEC. If the Boarder fails, neglects, or refuses to

remove Boarder's horse(s) from the Club seven days after expiration or termination of this Agreement, VBEC may pursue any and all legal remedies available to it. Any personal property remaining at the Club seven days after expiration or termination of this Agreement shall be considered abandoned and disposed of.

14. WAIVER, RELEASE, AND INDEMNIFICATION. The Boarder, for him/herself, his/her heirs, successors, and assigns, hereby waives, discharges, and forever releases VBEC, its officers, directors, employees, servants, and authorized volunteers, and its successors, assigns, and legal substitutes, from any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs and expenses (including reasonable attorneys' fees and costs) and liabilities ("Any Claims") brought by any person to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from:

- (a) the Boarder's use of the Club;
- (b) the boarding of Boarder's horse(s) at the Club;
- (c) the escape of Boarder's horse(s) from the Club;
- (d) any injury suffered by Boarder's horse(s) while at the Club; and
- (e) any injury suffered by Boarder's horse(s) due to treatment by any veterinarian at the direction of VBEC, including, without limitation, claims of negligence or acts of omissions or some other cause of any kind or nature, whether foreseen or unforeseen, resulting in bodily injury, paralysis, or death to any person or in any loss or damage to any real or personal property, except when the injury, loss or damage is caused by the sole negligence or intentional wrongdoing of VBEC. The Boarder agrees to indemnify, defend, assume all responsibility for, and hold harmless VBEC and each of its directors, employees, agents and consultants, from and against Any Claims brought by any person to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from:

- (a) the Boarder's use of the Club;
- (b) the boarding of Boarder's horse(s) at the Club;
- (c) the escape of Boarder's horse(s) from the Club;
- (d) any injury suffered by Boarder's horse(s) while at the Club; and
- (e) any injury suffered by Boarder's horse(s) due to treatment by any veterinarian at the direction of VBEC, including, without limitation, claims of negligence or acts of omissions or some other cause of any kind or nature, whether foreseen or unforeseen, resulting in bodily injury, paralysis, or death to any person or in any loss or damage to any real or personal property, except when the injury, loss or damage is caused by the sole negligence or intentional wrongdoing of VBEC. The obligations and the indemnifications extended by the Boarder to VBEC pursuant to these paragraphs shall survive termination or

expiration of this Agreement. 15. Return of Agreement. The Boarder must sign and return this Agreement to VBEC no later than _____, 20___. After such date, the Boarder will be charged an additional \$75.00 per horse per month until this Agreement has been signed and returned to VBEC.

16. Notices. All notices, demands, requests or other communications shall be in writing and shall be deemed given when given personally or one business day after being sent by e-mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

VBEC Mailing Address: 7355 69th Street Vero Beach, FL 32967

Boarder Mailing Address: _____

Phone: _____

Boarder Physical Address: _____

Phone: _____

17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force and effect. This Agreement may not be amended or modified, in whole or in part, except by an agreement in writing, signed by the Parties.

18. Severability. If any covenant, term, condition, or provision of this Agreement is, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision will not affect any other provision of this Agreement.

19. Non-Waiver. The failure to enforce any covenant, term, condition, or provision of this Agreement does not constitute a waiver thereof. No waiver is effective unless expressly granted in writing.

20. Governing Law; Venue. This Agreement will be governed and interpreted in accordance with the laws of the State of Florida. The exclusive venue for the resolution of any dispute arising hereunder shall be in the district court of Indian River County, Florida.

21. Survival of Obligations. Unfulfilled obligations of both parties arising under this Agreement will survive the expiration or termination of this Agreement and are binding upon the parties and their respective successors and permitted assigns.

22. Annual Appropriation. The obligations of VBEC hereunder are subject to annual appropriation and are not multiple year fiscal obligations or debt of VBEC. No covenant, term, condition, or provision contained in this Agreement, nor any obligations imposed upon VBEC by this Agreement constitute or create an indebtedness or debt of VBEC within the meaning of any state constitutional or statutory provision.

23. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded to VBEC and its owners, officers, employees, servants, agents, or authorized volunteers. The headings, captions and titles

contained in this Agreement are intended for convenience and reference only and are not intended to construe the provisions hereof.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

(Signatures appear on following page)

SIGNATURE PAGE WARNING

Under Florida Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

By signing below I, _____ (Print name), acknowledge that I have read and agree to:

- The Boarding Agreement, (Pages 4 - 10)
- The Acknowledgement, Waiver, and Release of Liability (Attachment 1)
- The Colic Authorization (Attachment 2)
- The VBEC Equestrian Club Fee Schedule and Worming Program (Attachment 3)
- The VBEC Equestrian Club Rules and Regulations (Attachment 4) _____

Signature of Boarder: _____

Date: _____

Accepted by Vero Beach Equestrian Club this ___ day of _____, 20 .

Signature _____

Vero Beach Equestrian Club 7355 69th Street Vero Beach FL 32967 /
verobeachequestrianclub@gmail.com

ATTACHMENT 1: ACKNOWLEDGEMENT, WAIVER, AND RELEASE OF LIABILITY

VERO BEACH EQUESTRIAN CLUB, WAIVER, AND RELEASE OF LIABILITY

WARNING:

Under Florida Law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Fla. Stat. § 773.04 (2009).

RELEASE OF LIABILITY

ADULT OR NATURAL GUARDIAN/MINOR

WITNESS THIS AGREEMENT between: Vero Beach Equestrian Club located at 7355 69th Street, Vero Beach, Fl 32967 and its agents, owners, property owners Farid & Jennifer Suleman, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf; Vero Beach Equestrian Club (hereinafter collectively referred to as "OWNER") and _____ (hereinafter individually and/or collectively referred to as "RIDER").

In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Owner, Owner's instructors, employees and agents; Rider, Rider's heirs, assigns and representatives, hereby agree as follows:

1. INHERENT RISKS & ASSUMPTION OF RISK. Rider 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 that may result in injury, harm, or death to persons on or around them such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping; the unpredictability of an 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 equines, animals, or objects; 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 his or her ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include the following non-exhaustive behavior: their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Owner's rules and regulations, which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Owner.

WARNING:

Under Florida Law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Fla. Stat. § 773.04 (2009).

2. RELEASE, INDEMNIFY, HOLD HARMLESS & DEFEND. Rider expressly releases Owner from any and all claims, demands, actions, and injury to person and/or property, whatsoever, even if caused by the active or passive negligence of Owner. RIDER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF OWNER AND THE FACILITIES LOCATED THEREON. RIDER UNDERSTANDS THAT THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES ANY CLAIMS BASED ON THE NEGLIGENCE, ACTIONS OR INACTION, OF OWNER BEFORE, DURING OR AFTER SUCH PARTICIPATION.

3. MINOR CHILD. In the event the Rider is a minor child, the Natural Guardian recognizes and agrees that Owner is a commercial activity provider, as that term is used in Florida Statute § 744.301, and the Natural Guardian shall further indemnify, defend and hold Owner harmless from any such claims which would accrue to him/herself and/or said minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity, regardless of any statute of limitations or contractual limitation of actions.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF OWNER USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM OWNER IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR

WARNING:

Under Florida Law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Fla. Stat. § 773.04 (2009).

CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND OWNER HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. FLA. STAT. § 744.301(3) (2010).

4. In the event Rider is using Rider's own horse, or a horse(s) not owned by Owner, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Owner reserves the right to refuse access or use of any horse(s) upon premises that does not appear to Owner to be in good health, or is deemed dangerous or undesirable. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

BY SIGNATURE BELOW, I HEREBY CLAIM THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY, THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, AND THAT I VOLUNTARILY SIGN THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE FROM LIABILITY.

_____ Printed Name

_____ Signature

_____ Date

ATTACHMENT 2: COLIC AUTHORIZATION

VERO BEACH EQUESTRIAN CLUB COLIC AUTHORIZATION

I, the Boarder, understand that there are many different manifestations of colic in a horse and that usually, immediate attention, minor drugs, and/or veterinary care can remedy the situation. Emergency colic surgery (the estimated minimum cost being \$5,000-\$10,000) is not necessarily the first or only treatment option; however, colic surgery may be the only treatment option with the potential to save my horse's life. If my horse is suffering from colic and I am unavailable to authorize treatment, I hereby authorize the Vero Beach Equestrian Club to act in the following manner on my behalf.

I understand that I am solely responsible for the costs incurred from a colic incident.

If you have more than one horse, specify for each horse.

Horse's Name: _____

A. _____ I authorize colic surgery if my chosen veterinarian deems that colic surgery is the only remedy that may save my horse's life. I understand that this procedure is very expensive and does not guarantee my horse's survival.

_____ I authorize any other treatment my chosen veterinarian deems necessary, including euthanasia.

B. _____ I do not authorize colic surgery for my horse.

_____ Excluding colic surgery, I authorize any other treatment my chosen veterinarian deems necessary, including euthanasia.

ATTACHMENT 3: FEE SCHEDULE

VERO BEACH EQUESTRIAN CLUB FEE SCHEDULE

Effective January 1, 2020

DESCRIPTION:

1 Year Lease Main Barn	\$1,850.00
Seasonal/Monthly	\$2,000.00

Grass/Hay: Daily maximum of ½ bale or approximately 7 flakes. Hay will be divided over 2-3 feedings.

Grain: Up to 1 pound per day, 1 time per day

Turnout:

Stall Cleaned: 1x per day

Use of facilities: sand and grass arenas, round pen, wash racks, tack room

DESCRIPTION:

Year Lease 6 Stall Barn	\$1,500.00
seasonal/Monthly	\$1,650.00

Grass/Hay: Daily maximum of ½ bale or approximately 7 flakes. Hay will be divided over 2-3 feedings.

Grain: Up to 1 pound per day, 1 time per day

Turnout

Stall Cleaned: 1x per day

Use of facilities: sand and grass arenas, round pen, wash racks, tack room

DESCRIPTION:

1 Year Lease Dry Boarding	\$750.00
Seasonal/Monthly	\$900.00

It includes a 12x14 matted stall with individual fan, automatic water fountain, flying system, access to VBEC's facility, electricity, water, washer and dryer use and manure removal. NO labor of any kind, horse care, feed, supplements, hay, shavings, products (grooming, vet and laundry), and barn equipment (wheelbarrow, pitchfork and buckets) are provided. Bring your own barn equipment. One trunk per BOARDER will be allowed in the tack room.

***A 30-day written notice will be required to terminate a monthly boarding contract.**

***An additional fee of \$75.00 per horse will be assessed monthly to any boarder who has not turned in a contract by the 2nd of February for the current boarding year. This will be charged each month until a contract is signed and received.**

ADDITIONAL CHARGES DRY BOARDING:

- ♣ Blacksmith/Vet/Etc.....Arranged by Boarder and paid by Boarder
- ♣ Blacksmith/Vet/Etc Handling Charge.....\$45.00 per 1 hour; 1 hour minimum
- ♣ Exercise/Lunge/Ride Horse.....\$45.00 per 1 hour; 1 hour minimum
- ♣ Grooming and Tacking.....\$30
- ♣ Bathing/Clipping.....Price Varies \$50-\$300
- ♣ Worming, does not include medication.....\$32.00 per application
- ♣ Grass Hay.....\$18.00 per bale
- ♣ Daily Extra Hay Charge.....\$5.00 per day
- ♣ Hay clean-up fee.....\$5.00 per day
- ♣ Additional Grain Service Fee.....\$30 per month stall
- ♣ Additional Grain per pound.....Actual cost
- ♣ Shavings.....\$10 per bag
- ♣ Emergency After Hours.....\$120 per hour; 1 hour minimum
- ♣ Equine First Aid/Rehab.....\$35.00 per half hour
- ♣ Hay loading/unloading.....\$35.00 per half hour
- ♣ Tack and gear loading/unloading.....\$35.00 per half hour

ATTACHMENT 4: RULES AND REGULATIONS

VERO BEACH EQUESTRIAN CLUB RULES AND REGULATIONS GENERAL

1. Mission. The Vero Beach Equestrian Club (“Club”) exists to provide an outstanding amenity for all VBEC Boarders and Clients. The Club will maintain a safe, healthy and enjoyable environment for all who use the facility.
2. Purpose of Rules and Regulations. The fulfillment of this mission depends upon the cooperation of all parties who ride, board their horses, train horses or provide other equestrian services, and work at the Club. To help fulfill the mission, the Vero Beach Equestrian Club has adopted the Rules and Regulations (“Rules”) set forth below.
3. Concerns about any of the operations at the Club should be addressed to the Equestrian Club Manager. In the event the Equestrian Club Manager cannot resolve a concern, the concern will be referred to the Vero Beach Equestrian Club owners. The Equestrian Club Manager and employees carry out the Rules and polices adopted by Vero Beach Equestrian Club and cannot change or alter any policy.
4. Notice of Change. These Rules are subject to change without notice. New Rules or approved changes will be posted in the Upper Barn. A copy of the current Rules is on file and available from the Equestrian Club Manager.
5. Enforcement of the Rules. The Equestrian Club Manager has the authority to enforce the Rules. The Equestrian Club Manager will verbally notify each individual who is not complying with the Rules. If, after verbal notification, the individual continues to disregard the Rules, the VBEC owners will be notified and provide a written letter of the violation. If the individual continues to disregard the Rules, the VBEC owners will take further action, which may include, but is not limited to, requiring the individual to remove his or her horse from the Club.
6. Application. The Rules apply to all boarders, their children, guests, invitees, riders, trainers, and any other person present at, using, or working at the Club. Owners of boarded horses and independent trainers are required to sign a copy of these Rules to acknowledge their understanding and agreement to abide by the Rules.

USE OF FACILITIES

1. Club hours of operation. The barn and the arenas are open and available for use seven days a week from 8:00 a.m. to 8:30 p.m. Outside facilities are available for use during daylight hours only. Please obtain written permission from the Equestrian Club Manager if you wish to use the facilities at other times. We request that any routine farrier/vet visit be scheduled between 9:00 a.m. and 5:00 p.m.
2. Cooperation. Most of the Club facilities are shared facilities (e.g., wash stall, tack room, round pen, indoor arena, and outdoor arena). Every owner, rider, and trainer must cooperate in sharing the facilities.

3. Scheduling / Reservations. In order to provide for the efficient, equitable use of facilities, only boarders who have contracted with VBEC to board their horse(s) at the Club may schedule arena time. However, boarders may also assign any of their scheduled hours to their trainer or lease holder. Free riding privileges extend only to: contract holder/boarder, trainers exercising boarder's horses and approved trailer-in relationships trying out the facility. Lessees are allowed to free ride as long as the Club does not experience a crowding or safety issue.

4. Scheduling of Covered Arena. The Equestrian Club Manager will attempt to assemble a schedule for the Covered Arena that prioritizes safety, fairness, minimizes overcrowding and accommodates, to the extent possible, the boarder's requirements, taking into account all riding disciplines. The purpose of scheduling the Covered Arena and reserving time for scheduled riders is to allow the scheduled rider the right of way regardless of whether or not a trainer is employed for a lesson. Free riders may ride in times scheduled for other riders, as long as they give way to the scheduled rider. In order to accomplish this challenging task, VBEC reserves the right to change the conditions of scheduling, including the number of hours per horse, if it becomes impossible to schedule riders at all requested times. We, therefore, ask that only boarders who need right of way to do jumps or patterns request to reserve time but otherwise ride as a free rider. The current parameters regarding scheduling and reserved time are as follows:

- Each horse is allotted three (2) hours of reserved (scheduled) time per week. Scheduled time may be shared with other boarders but each use, whether shared with other boarders or not, counts as one of the allotted hours for each horse.
- Scheduling conflicts will be resolved by contract seniority.
- The Equestrian Club Manager will publish the schedule for the Covered Arena
 - Riders or their agent are responsible for writing their names on the white boards for the reserved times they will use each month. Names need to be on the white board by the 5th of each month so that others know what times are available. No one else is allowed to change a person's time. Riders who repeatedly do not attend their scheduled times without removing their names from the white board 24 hours in advance risk losing their ability to schedule and reserve times.
 - The white board will continue to be used during the winter, in the event someone wants to reserve a time. This will help avoid schedule conflicts and multiple lessons, especially in the event of rain.
 - The Smaller Sand Arena is available for lessons or free riding, and its use is encouraged to help alleviate overcrowding in the Covered Arena, especially in the summer.

5. Some facilities are not shared. The stalls in the barns are for the exclusive uses of horse owners who rent the stalls. They are not available for grooming, saddle-up, etc. to non-stall renters.

6. Tack rooms. Please keep the tack room clean and organized. Each boarder is assigned one space per horse in the tack rooms. Space is defined as two saddle racks and area on the ground underneath the saddle racks. All of the boarder's tack must be kept in the boarder's assigned space.

7. Barn aisle. No riding is allowed in the barn aisle. Horses are not to be left cross-tied or otherwise "parked" in the barn aisle unattended. Please keep the barn aisle clean and neat. Do not feed horses in barn aisles.

8. Tack up areas. Stall horses can be tacked up in the designated tacking area and in the outside tack up area.

9. Use of turn-outs. Both turn-out paddocks and boarding paddocks are assigned by the Equestrian Club Manager and must not be used without permission.

10. Arena Turnout. Unsupervised turn-out is not allowed in the arena.

11. Free Schooling. Free schooling (where a horse may be loose in the arena) is allowed in the arena if the arena is vacant. The horse must be supervised at all times. If a rider or user comes to the arena, the horse must be immediately put under control by a halter and lead rope before the other rider or user enters the arena.

12. Lunging. Lunging etiquette will be as follows:

a. The round pen will be available for lunging at all times.

b. Lunging is allowed in the arenas unless a lesson is in progress.

c. For safety reasons, a horse and rider (free riding or in a lesson) have priority over a horse being lunged. Please be courteous and ask permission before lunging a horse when a rider is present.

13. Cleaning up. You must clean up after yourself and your horse immediately after you finish using any part of the Club except paddocks and stalls. Arena and round pen clean-up is not provided by the Club or its employees. Boarders who do not clean up after themselves, their vet and/or their farriers, may be assessed cleanup charges as listed on the Fee Schedule.

14. Wash Rack. The wash rack is not to be used for brushing, clipping or tacking horses. Horses may not be fed hay or grain in the wash rack. Mud must be cleaned off horses outside before using wash rack.

15. Turnout of Stall Horses. All stalled horses will receive their grain in their stalls. Horses will be taken to their turnout paddock every day. During the warmer months turnout will happen in the evening, and the colder months turnout will happen during the day. Turnout will happen every day except in the event of severe weather. The decision of severe weather will be made by the Club. If the boarder does not wish his or her horse to be turned out for the day, the boarder must post a note on the door of the stall the prior day. Once moved to their paddock, horses will remain in their paddock, for the duration of that day, unless the horse's owner returns the horse to its stall early. The staff of the Club will not return a horse to its stall early.

16. Round Pen. The round pen is to be used for lunging and training only. Tacking and un-tacking are not permitted in the round pen. Do not feed hay to horses in round pen.

17. Medications. The Club will not administer medications to horses. Feed supplements and additives will be added to feed by the staff of the Club only upon written request.

18. Doors and Gates. Doors and gates in the barn, the turn-out paddocks, and on the trails should generally be left as you find them - opened or closed.

19. Lights. Please turn off barn and arena lights when they are not needed. If you are the last person to leave at night, be sure to turn off the lights!

20. Parking. Vehicles and trailers must be parked in assigned areas only.

21. Thermostats. The Equestrian Club Manager is the only person authorized to adjust the thermostats in the Club.

22. Behavior. All users of and visitors to the Club are expected and required to act safely, considerately, politely, and responsibly while on the Club premises and to assure that their children do the same. No running, screaming, or roughhousing is allowed on the premises. If it is determined that a person or persons have no appropriate business at the Club they will be asked to leave.

23. Prohibited activities. There is absolutely NO SMOKING inside, or within 100 feet of either barn area. There shall be no use of illegal drugs on the premises. There is to be no drinking of alcoholic beverages on Club premises unless at a Club sanctioned event where alcohol is permitted. When allowed, drinking must be in moderation. Minors are never allowed to drink at the Club, in accordance with the applicable law. No loitering allowed at the Club.

24. Pets. All small animals (e.g., dogs, cats) when on VBEC property must be restrained in a vehicle. Loud or otherwise misbehaving animals must be removed

25. Accidents / Emergencies. You must report all accidents involving either

(a) bodily injury requiring professional medical attention or

(b) property damage exceeding \$500 to the VBEC Manager within 24 hours of the occurrence. Boarders are required to report all equine injuries to the Equestrian Club Manager. Call 24 hours, seven days a week at (772) 226- 0376.

ARENA ETIQUETTE GENERAL

- a. Boarders and their trainers are responsible for picking up any manure, garbage, tack or personal belongings at the end of their lesson.
- b. Please close the gate when entering/exiting the arena.
- c. Do not crack whips, wave bags or make loud noises when another horse is in the arena unless you have asked permission.
- d. The last person in the arena is responsible for turning off the lights.
- e. When other horses are present, please do not ride side by side. This prevents everyone else from getting around you and limits arena space.

PASSING AND DISTANCES:

- a. Always pass left shoulder to left shoulder.
- b. Call out “Inside” or “Outside” when passing to let the other person know what side you are on.
- c. Maintain at least one (1) horse length behind another horse.
- d. Be aware of other horses in the arena. If moving slower, allow room for other horses to move around you safely. If you are cantering be aware of others in the arena. Only pass when it is safe to do so, otherwise circle or cross the arena to create better spacing.
- e. Always try to ride in the same direction as the other riders. If you need a direction change, call out “switch directions.”
- f. Everyone in the arena needs to work together to create a safe atmosphere!

JUMPING:

- a. Jumping is only allowed during scheduled jumping time.
- b. Persons under the age of 18 may only jump while under the supervision of a trainer.
- c. No person may jump if they are the only person at the facility.
- d. Do not ride in the middle of a jump course when someone is jumping. Ask the rider or trainer where you would be out of the way or where is a good place to stand and wait while the rider finishes the course.
- e. Please watch out for other riders. Riders not jumping need to give jumpers enough room to maneuver around their course. Jumpers need to be aware of other horses and not jump into another horse. Please communicate with each other!
- f. Please call out your jumps as you are jumping or the whole course before starting so other riders know where you are going and can stay out of the way.

GROUND TRAINING

- a. Ground training may only be done when arena is not being used for riding. Otherwise, feel free to use the lower round pen or ask permission from the riders before working.
- b. Ground training must follow the same rules as lunging.
- c. Riders always have priority over horses being lunged or worked in hand.

BOARDED HORSES AND RIDERS

1. Instructions to Club Staff. Instructions of any kind shall not be given to any Equestrian Club staff except the Equestrian Club Manager. The Club is not responsible for any instructions relating to individual horse not given to the Equestrian Club Manager. Payment to staff for special care for a horse during the staffs normal working hours is not allowed.
2. Suggestions & Complaints. All suggestions, compliments, concerns, and criticisms of barn staff and/or barn operations are to be e-mailed to verobeachequestrianclub@gmail.com No boarder will, under any circumstances or for any reason, be abusive to any staff member.
3. Horse Health Records and Health Care Requirements. Before a horse can be boarded, proof of vaccinations for E & W Encephalitis, Tetanus, Flu/Rhino, Potomac, Rabies, Strangles, and West Nile Virus must be provided along with a negative Coggins test. Between March 1st and April 15th of each year all boarded horses will be vaccinated for E & W Encephalitis, Tetanus, Flu/Rhino, Strangles* and West Nile Virus. Proof of these vaccinations along with a negative Coggins test performed during the same period must be provided to the Equestrian Club Manager no later than April 16th. Additionally, Rabies and another Flu/Rhino vaccination must be given to each boarded horse between September 1st and October 15th with proof of this vaccination provided to the Equestrian Club Manager no later than October 16th. If the Equestrian Club Manager has not received documented proof of health and disease prevention, the Equestrian Club Manager will retain the services of a veterinarian to administer the vaccinations and Coggins test and the owner of the horse(s) will be charged the cost of the veterinarian plus the contract amount for such service as provided in the Fee Schedule. *Strangles is required yearly for all horses under the age of 15 and any horse over the age of 15 that is showing or traveling and is considered at a higher risk of contracting the illness.
4. Worming. Horses must be on a de-worming (parasite control) program. If the owner does not worm the horse according to an approved program, the Club will submit a fecal sample and worm the horse according to veterinarian's recommendations and charge the owner any associated costs. Boarders must show proof satisfactory to the Equestrian Club Manager that the horse is on an approved program. It is recommended that horses are dewormed based on their veterinarian's recommendations. Documentation from the veterinarian of Fecal Egg test results must be provided to the Equestrian Club Manager on a twice yearly basis. Individualized worming programs will be considered on a case by case basis in conjunction with the horse's veterinarian.
5. Equipment. Boarders must purchase their own grooming supplies, tools, and equipment. The Club does not furnish these materials or equipment. Equipment,

- including but not limited to feed buckets, blanket and saddle racks, scoops, and rakes, that belong to the Club or to another owner or rider are not to be removed from their assigned place or borrowed without the permission of the applicable owner. Storage of large equipment is subject to available space and must be approved in writing by the Equestrian Club Manager.
6. **Minors & Guests.** Boarders are responsible for the behavior and safety of their minor children, guests, and invitees, including but not limited to decisions about headgear and protective clothing. Under no circumstances shall there be a child at the Club that is unattended. Children under the age of 14 years old must be accompanied at all times by an adult boarder or other authorized adult.
 7. **Additional Services.** The boarding fee covers the items of service listed in the Fee Schedule. Extra services listed on the Fee Schedule are available upon 24 hours written notice. If a service is requested that is not listed in the Fee Schedule, the Equestrian Club Manager must approve the service before it is performed.
 8. **Change of Feed.** All hay amounts will be controlled by the Equestrian Club Manager. Changes of grain or supplements must be requested in writing and are not effective until seventy-two (72) hours after the request is received unless due to a medical emergency.
 9. **Fees for Leased Horses.** If a boarder leases any horse boarded at the Club, VBEC reserves the right to charge the full boarding fee for the term of any boarding agreement, together with the Security deposit required by the boarding agreement.

BOARDER AND NON BOARDER RIDERS

1. **Release / Waiver of Liability forms.** Riders and visitors not with a Boarder must sign a Release of Liability form before entering the stalls or arena, using any of the facilities at the Club, and/or participating in activities at the Club. Parents or guardians of children under eighteen (18) years of age must sign the Release for their child or children. The Release will be kept on file for future use.
2. **Safety Equipment.** All minor students and riders, when mounted, must wear A.S.T.M.-S.E.I. approved helmets and such other safety equipment as may be required by law. Shoes with heels are required.
3. **Behavior.** Ride safely and under control at all times. Always be aware of other activity going on around you.
4. **Liability for damages.** You will be charged for any repair costs resulting from damage caused by you, your horse, and anything or anybody under your care, custody, or control.

INDEPENDENT TRAINERS

1. **Agreement required.** All independent trainers are required to execute an Independent Trainer Services Agreement with VBEC before conducting training of horses or

- riders, or providing other services at the Club. No lessons or training are permitted except by those instructors who have entered into an Independent Trainer Services Agreement with VBEC. The Independent Trainer Services Agreement contains the detailed terms and conditions of the trainer's use of the Club. These Rules are a supplemental part of that Agreement.
2. Priority. Generally, owners of horses boarded at the Club have priority over trainers in the use of Club facilities unless the lesson is scheduled and reserved in a set aside lesson time.
 3. Liability Release. All riders, trainers, and other independent contractors working at the Club must have a current "Release of Liability" form on file before using the Club facilities.
 4. Assistants. Any assistant working for an approved trainer must also sign a copy of the Rules and Regulations and the Release of Liability Form. Assistants must be insured in accordance with the Independent Trainer Services Agreement and have a current proof of insurance on file. It is every trainer's responsibility to ensure that their assistants are adhering to the Rules and Regulations.
 5. Horse health care records and requirements. Before any horse that is not covered by boarding agreements is allowed in the Club, up-to-date medical records for such horse must be presented to the Equestrian Club Manager, and the Equestrian Club Manager must provide written permission to bring the horses on the premises. All horses must comply with the Horse Health Records and Health Care Requirements listed in the **BOARDED HORSES AND RIDERS** section above.

FARRIERS, GROOMERS, VETERINARIANS, AND INDEPENDENT SERVICE PROVIDERS

1. Application. These Rules apply to farriers, groomers, veterinarians, and other independent service providers ("Service Providers"). Use of the facilities by such Service Providers is a privilege, not a right, and may be suspended for any reason including but not limited to failure to abide by these Rules or the directives of the Equestrian Club Manager.
2. Farrier Work Area. All farrier work shall be done in the designated area.
3. Clean up. All Service Providers are responsible for the cleanup of the area after they work on a horse.

SPECIAL EVENTS

1. Right of use. The right to use the Club or any of its facilities for special events is reserved to the VBEC Owners. Horse owners, boarders, trainers, and others must obtain the prior written permission of the Equestrian Club Manager to conduct any special event at the Club.
2. Scheduling. All requests to schedule special events at the Club must be submitted 60 days in advance to the Equestrian Club Manager/VBEC Owners.
3. Fees. All fees for use of the Club will be discussed with VBEC Owners.