



2888 ENGLISH ROAD, CHINO HILLS, CA

BOARDING AGREEMENT

Hillcrest Equestrian Center (hereinafter referred to as "Stables") and Horse Boarder (hereinafter referred to as "Boarder") hereby acknowledge and agree to the following terms and conditions:

1. Boarder, _____, has personally inspected the facilities and operation of the Stables and has determined such to be maintained and operated in a safe and reasonable manner, free from defects and suitable for the boarding of horses owned or leased by Boarder.
2. The Stables shall provide enclosure or cover, Alfalfa Hay feed (Approx. 20+ lbs. per day), stall cleanings, bedding and fresh water for horses owned or leased by Boarder.
3. Boarder agrees to pay boarding fees, see Rate Chart, to the Stables in the sum of _____, per month (per stall) for the services referenced in item number 2. Boarding fees are due on the 1st of every month (a service charge in the sum of \$25.00 will be charged Boarder on any returned checks). Boarder agrees to pay the Stables the sum of \$25.00 (per stall) as a late fee for any payment received after the 10th of the month. In the event payment of boarding fees is not received by the 20th of the month, the Stables has the right to vacate the stall after ten (10) days notice to Boarder. Fees are subject to change provided ten (10) days notice is given to Boarder. A Thirty (30) days written notice must be given to Stable by Boarder for horses moving out of their stalls.
4. Boarder understands that the laws of the State of California (*Civil Code* §3080) provide that stables engaged in the business of boarding horses have a possessory lien on the horses it boards to secure payment for its services. Section 3080.02 of the *Civil Code* also permits stable lien holders to sell animals when a boarder is in arrears in payments, but only after judicial authorization, judgment, or the consent of boarder. Boarder hereby waives those provisions of *Civil Code* § 3080.02 and specifically grants the Stables authority to sell any horse owned by Boarder which is more than sixty (60) days in arrears in payment of boarding fees, upon ten (10) day written notice without any requirement that the Stables seek judicial authorization of any kind prior to sale. Boarder irrevocably waives any rights it may have under *Civil Code* § 3080, except that

Initial _____

the Stables shall be required to provide Boarder with then (10) days written notice of its intent to sell Boarder's horses for which payment of boarding fees is sixty (60) days in arrears. Said sale will be held in a commercially reasonable manner.

5. Boarder assumes any and all risk of loss caused by sickness or injury to horses owned or leased by Boarder. Boarder understands that it is his or her responsibility to provide insurance for injury or death to any horse boarded at the Stables. Boarder is financially responsible for all veterinary and farrier services. Boarder is financially responsible for all contracted services provided by the Stables including, without limitation, blanketing care, turnout, and other related services. Payment for any such services is due with boarding fees as set forth in item number 3 hereinabove.
6. Boarder assumes any and all risk of loss of or damage to tack, equipment or any other property owned by Boarder while kept at the Stables. Boarder understands that it is his or her responsibility to provide insurance for risk of loss of or damage to personal property (tack, equipment, or other property).
7. In the event any horse owned or leased by Boarder causes any property damage to the Stable, Boarder shall be solely responsible for all costs associated with the repair thereof. In the event that any horse owned or leased by Boarder causes any damage, injury or death to a horse owned or leased by any other boarder, it shall be the sole responsibility of Boarder to pay all costs associated therewith and Boarder acknowledges and agrees that the Stables will have no liability for said damage, injury, or death.
8. Boarder acknowledges that the Stables highly encourages all adult riders and guests to use safety equipment, including, without limitation, approved helmets and riding gear. Boarder acknowledges and agrees that all minors are required to use safety equipment including, without limitation, approved helmets which meet or exceed the quality standards of the SEI Certified/ASTM standard F 1163 helmets, at all times while riding horses boarded at the Stables. The Stables shall not be liable for any injury or death caused as a result of any horse related activity at the premises.
9. It is Boarder's responsibility to maintain current telephone numbers and emergency contact information with the Stables. All updates shall be made in writing to Hillcrest Equestrian Center located at 2888 English Road, Chino Hills, California 91709-1501. Said emergency contact information shall include all persons or entities that have the authority to make decisions regarding the care of horses owned or leased by Boarder in the event of Boarder's unavailability.
10. Boarder acknowledges and agrees to provide the Stables with proof of all current vaccinations on any horse owned or leased by him or her including, without limitation, Flu, Rhino, Strangles and EEE/WEE, as well current worming. Boarder further acknowledges and agrees to have any horse owned or leased by him or her regularly vaccinated and wormed. Failure to comply with this item is grounds for immediate termination of this agreement by the Stables.

11. In the event of sickness or injury to any horse owned or leased by Boarder, Boarder hereby agrees and authorizes the Stables to use the emergency contact information referenced in item number 8 above to obtain decisions regarding the care of Boarder's horse. In the absence of Boarder, Boarder's agent, or the persons identified on the emergency contact information, Boarder authorizes the Stables to take reasonable steps to administer whatever medical, veterinary, or other service deemed appropriate in the sole judgment of the Stables. Boarder agrees to pay the costs of all care, services and transportation provided to treat Boarder's horse. Boarder agrees that said charges shall create a valid lien on the horse until paid in full. If a horse is seen by a veterinarian and the horse is suspected to have a possible contagious virus or bacterial infection, the owner and vet must notify management immediately, Geni Addicott (714) 478-1616. Our Stable Protocol is to isolate any horses showing symptoms in the two stall barn by the Hot Walker. They are to have their own cleaning tools and other more detailed protocols will be followed.
12. Boarder agrees to abide by and comply with all posted and written rules and policies of the Stables, which are subject to change without notice. Boarder will cause his or her employees, agents, or invitees to abide by and comply with all posted and written rules and policies of the Stables. Any violation of the rules and policies by Boarder, or his or her employees, agents, or invitees is grounds for the Stables to request Boarder to vacate stalls and forfeit boarding and other fees. The posting of said rules and policies shall be deemed sufficient notice to Boarder, his or her employees, agents, or invitees as to the content thereof.
13. Boarders will not be allowed to bring their dogs to the Stables.
14. The Stables shall not be liable for any damages, injuries, or death to Boarder or his or her heirs, agents, employees, or invitees. Boarder acknowledges and appreciates the risks associated with his or her participation in horse related activities (including injury and death) and the fact that horses are unpredictable animals. Boarder acknowledges and agrees to assume any and all risks associated with or arising out of his or her (or his or her heirs agents, employees or invitees) participation in horse related activities. Boarder acknowledges and agrees to hold the Stables, its officers, agents, and employees harmless from any and all damages or liability arising out of the injury to or death of person or damage to any personal property arising out of the use of its facilities.
15. It is highly recommended that Boarder maintain a policy of liability and property damage insurance with limits of not less than \$100,000.00, per occurrence, during the terms of this agreement and shall provide the Stables with a certificate thereof. The Stables shall be named as an additional insured under such policy. It is mandatory for Stallions to have such a policy.
16. Boarder acknowledges and agrees that all guests, including spectators, must sign a Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement prior to use of the facilities. Said release is available in the Trainer's office at the Stables.

17. This boarding agreement is automatically renewed each month unless written notice is provided to the other party within thirty (30) days of month end. This agreement runs with the Owner/Leasor of the horse and can include other horses owned or leased by the signer, not just the horses listed within this agreement. Current Boarding rates will apply and any changes to the rates will be given to Boarder 30 days in advance when possible and will be rolled into this agreement. There are no refunds for horses leaving facility during the month. Any personal property remaining at the Stables after termination of this agreement shall become its property to be disposed of in any manner in its sole discretion.

18. In the event that any provision of this agreement is deemed void, voidable, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in enforceable.

19. The parties hereto agree that, except as expressly provided in item number 4 hereof, that the law of the State of California shall govern this boarding agreement. The prevailing party in any action regarding this boarding agreement shall be entitled to recover reasonable attorneys' fees and costs of suit.

20. This boarding agreement, and the Release and Waiver of Liability/Assumption of Risk and Indemnity Agreement, shall constitute the entire agreement between the parties hereto. These agreements may only be amended or modified by written instrument executed by the parties hereto.

SIGNATURES OF PARTIES

BOARDER

Name _____

Signature _____

Address _____

Street City State Zip

Telephone Numbers (H) _____, (W) _____, (C) _____

Email Address _____

Spouse Name _____ Telephone Number _____

Initial _____

BOARDER'S HORSE(S)

Name of Horse _____ Breed _____

Age ___ Gender ___ Color ___ Markings _____

Allergies/Conditions/ Habits _____

Additional horses:

Name of Horse _____ Breed _____

Age ___ Gender ___ Color ___ Markings _____

Allergies/Conditions/ Habits _____

Primary Veterinarian _____ Telephone Number _____

Preferred Equine Hospital _____ Telephone Number _____

Farrier _____ Telephone Number _____

Executed at _____ (city) _____ (state) on _____ (date)

Signature

Print Name

BOARDER EMERGENCY CONTACT INFORMATION

Name _____

Address _____

Telephone Numbers (H) _____, (W) _____, (C) _____

Email Address _____

Initial _____

HILLCREST EQUESTRIAN CENTER
2888 ENGLISH RD., CHINO HILLS, CA 91709
GENI ADDICOTT (714) 478-1616
geniaddicott@aol.com
www.HillcrestEquestrianCtr.com

Signature

Print Name

Title

Executed at _____ (city) _____ (state) on _____ (date)

Initial _____

HILLCREST EQUESTRIAN CENTER
2888 English Rd., Chino Hills, CA 91709 (714) 478-1616

**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 ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER MONETARY DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS OR ANY TRAINERS AT THE STABLES, AND THEIR EMPLOYEES AND AGENTS (“THE RELEASEES”).

In consideration for allowing the undersigned and/or his or her minor child to participate in horse related activities at Hillcrest Equestrian Center, 2888 English Road, Chino Hills, CA 91709, I hereby:

1. Acknowledge and agree that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, or saddles, bridles, or other equipment may loosen or break - all of which may cause serious injury or death to any person on or within close proximity of said horse.
2. Acknowledge and agree that no horse is completely safe. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be at a distance of 3 to 6 feet and the impact may result in serious injury or death. If a horse is startled, frightened or provoked it may divert from its training and act according to its natural survival instincts. Its acts may include, but are not limited to, stopping short, changing directions or speed at will, shifting weight, bucking, rearing, kicking, biting, failing to respond to commands, running into objects or running from perceived dangers. I acknowledge and agree to assume all risks of injury or death associated with horse related activities based upon their unpredictable nature.
3. Acknowledge that equestrian related activities such as riding, handling, or being in close proximity to a horse is an inherently dangerous activity and involves risks that may cause serious injury or death because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
4. Voluntarily assume the risk and danger of injury or death inherent in horse related activities including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable, or the failure to wear a protective helmet when riding, handling, or being in close proximity of a horse, or the use of saddles, bridles, equipment and gear provided to me by the Releasees.
5. Release, discharge and promise not to sue the Releasees for any loss, damage, injury, death, arising out of the participation of horse related activities including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable or the failure to wear a protective helmet when riding, handling, or being in close proximity of a horse, or the use of saddles, bridles, equipment and gear provided by the Releasees.

Initial _____

6. Release the Releasees from any and all claims arising out of the negligence of the Releasees in connection with the participation in horse related activities including, without limitation, training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills, leading and supervising riders, or the use of any saddles, bridles, equipment and gear provided by the Releasees or being on the premises of the stable, which results in loss, damage, injury or death.
7. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or death that may arise out of the participation in horse related activities including, without limitation, handling, riding, or being in close proximity of a horse or on the premises of the stable or the failure to wear a protective helmet or other gear when riding a horse and/or and use of saddles, bridles, equipment and gear provided by the Releasees.
8. Acknowledge and agree to abide by and follow any instructions given or rules established by the Releasees or any of its employees, trainers or workers with regard to the participation in equestrian related activities, including, without limitation, handling, riding, or being in close proximity of a horse, or on the premises of the stable, or the failure to wear a protective helmet when handling, riding or being in close proximity of a horse, or the use of any saddles, bridles, equipment and gear provided by the Releasees.
9. Acknowledge and agree to read and understand 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 or her favor at the time of executing the release which, if known by him or her, must have materially affected his settlement with the Debtor.” Having reviewed this provision, the undersigned nevertheless voluntarily releases the Releasees from any and all liability for claims arising out of the matters set forth herein. The undersigned understands the word “claims” includes, without limitation, all actions, claims and grievances, whether actual or potential, known or unknown, and specifically but nonexclusively, all claims arising out of the matters set 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 tort or any other claims or cause of action.
10. Acknowledge and agree that this 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 law, and that in the event any portion of this release is determined to be invalid, illegal, or unenforceable for any reason, the balance thereof shall not be effected or impaired in any way and shall continue in full legal force and effect.
11. Acknowledge and agree that this document is a binding contract and agree that if a lawsuit is filed against the Releasees for any injury, damage, death or breach of this contract, the prevailing party shall be entitled to a recovering of reasonable attorney’s fees and costs (whether incurred before or after entry of judgment).
12. Acknowledge and recognize that there are other risks, hazards and dangers that are associated with horse related activities in an outdoor environment. I further acknowledge and recognize that the description of the risks in this document is not a complete list and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.
13. Acknowledge and recognize that dogs are allowed at the premises and that there are risks and dangers that exist when dogs, horses and humans interact. Dogs, similar to horses, are unpredictable and may react to acts and conduct of other individuals or animals. I further acknowledge and recognize that there are risks associated

Initial_____

with participating in horse related activities in the presence of dogs that may be unknown or unanticipated.

14. Acknowledge and agree that the Releasees have advised that all minors must purchase and wear protective headgear which meets or exceeds the quality standards of the SEI Certified/ASTM Standard F 1163 equestrian helmet at all times while riding. I understand that wearing of such headgear while mounting, riding, dismounting, or otherwise being around horses may prevent or reduce the severity of some head injuries; however, I acknowledge and agree that wearing a helmet may not prevent injuries or death in all circumstances. It is recommended that all riders wear a protective helmet and it is my understanding that a protective helmet is available and has been offered by the Releasees.

I AM OVER THE AGE OF EIGHTEEN AND DECLINE TO WEAR A PROTECTIVE HELMET AGAINST THE ADVICE OF THE RELEASEES (PLEASE INITIAL HERE): _____

I have read this document in its entirety and I understand it is a promise not to sue and to release and indemnify the Releasees for any and all claims for damages, injuries, or death. I have made a free and deliberate choice to sign the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement as a condition to participation in horse related activities (handle, ride, or be in close proximate of a horse).

DATE

SIGNATURE

PRINTED NAME

MINORS MUST HAVE THE FOLLOWING SECTION EXECUTED BY THEIR PARENTS OR LEGAL GUARDIAN(S)

We, the undersigned parents of _____ for and in consideration of our child's participation in horse related activities at Hillcrest Equestrian Center, do hereby acknowledge and agree that we have read the release and waiver of liability/assumption of the risk and indemnity agreement written hereinabove and we expressly agree that the terms and conditions of said waiver, release and hold harmless shall apply to and be binding upon us, our insurer, and our minor child insofar as it pertains to his or her participation in horse related activities, and to any injury, death or damage said minor child, or his or her horse, may sustain or cause as a result of said participation. We further warrant and represent that we have current health and accident insurance on said minor child, which shall remain in full force and effect while said minor child participates in horse related activities at Hillcrest Equestrian Center.

Executed this ___ day of _____, 20___, at (city) _____ (State) _____

Mother _____

Father _____

Initial _____

Printed names _____

Home Address _____
Street City State Zip

Phone Numbers _____

Email Address _____

Emergency Contact Number: _____

Initial _____



November 1, 2016

RATE SHEET

BOX STALL, 12 X 12, in Barns	\$650.00
DOUBLE BOX STALL 12 X 24	\$950.00
BOX STALL, MARE BARN 12 X 16	\$650.00
FRONT BARN, IN/OUT 12 X 24 WITH TACK SHED	\$650.00
PADDOCKS, 12 X 24 WITH 16' COVERS	\$650.00
DAY RATES FOR STALLS	\$ 30.00
RING FEE ONLY (HAUL IN, NO STALL)	\$ 20.00
LATE CHARGE (RECEIVED AFTER THE 10 TH)	\$ 25.00
LUNCH FEEDING, ALFALFA, one flake additional	\$ 60.00 per month
DAY CARE (GROOMING, TURNOUT, BLANKETING)	\$200.00 per month

TRAINING

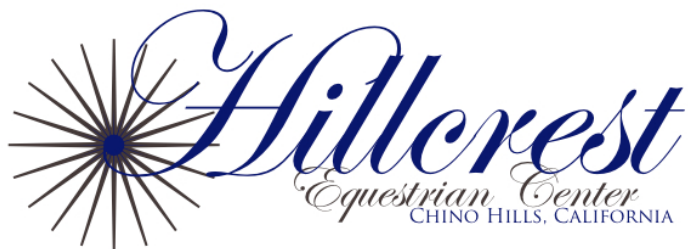
CONTACT ONE OF OUR PROFESSIONAL TRAINERS DIRECTLY:

- Kristie Kurtze: Hunter/ Jumpers (818) 941-7393
- Kerri McKay: All Around Events AQHA, English and Western (909) 239-9999
- Lyn McArthur: All Around Events AQHA specializing in Trail (714) 931-6616

Available Services:

- Full Time Training, Part Time Training, Lessons, Leasing of Horses
- Day Care for Horses and layups
- Sales and Purchase Assistance

Owner: Geni Addicott, 2888 English Rd., Chino Hills, CA 91709 (714) 478-1616



1. NO DOGS WILL BE PERMITTED ON THE PROPERTY AT ANYTIME, EXCEPT THOSE THAT LIVE HERE.
2. Proper riding equipment and clothing such as boots should be worn. Helmets are recommended for all types of riding and are mandatory for jumping and minors under 18 years of age.
3. Jumping is only permitted when your trainer is present.
4. Please turn your horse out in the turnouts or round pen, not the arenas. Remain with your horse when turned out. If people are riding in the next door Arena then no turnouts due to safety.
5. No Lunging in the Arenas as it ruins the footing, please use the round pen. No Exceptions!
6. No one is to participate in any horse-related activity without a signed release provided by Hillcrest Equestrian Center on file. See your Trainer for a release.
7. Please be courteous to anyone taking a lesson by giving them plenty of room within the arena. Priority is for Trail obstacles and open riding in the upper arena and Jumping in the lower arena. Please use your assigned arena unless you have specific permission from the assigned Trainer. The Bull Pen, Turnouts, Wash Racks and Hot Walker are for all to enjoy.
8. NO SMOKING IN THE BARN OR NEAR ANY BRUSH!!!!
9. All children must stay with their parents or an adult at all times.
10. Parking is to be at the main entrance by the Lower Arena or within the gravel parking lot by the horse trailers only. There is to be no parking up by the Barns as we need to keep this area clear for horses. If you are loading or unloading please feel free to park for a LIMITED TIME in these areas. No customer trailer parking is available on the ranch.
11. You must clean up after your horse at all times. NO EXCEPTIONS! Please make sure when you leave the wash rack and cross ties you sweep out any manure. Please do not wash manure down into the drain system. Arenas are also to be kept clear of manure as it will ruin our footing, please use the rake and muck bucket by the entry gate to clean up during your ride. Pick your horses feet before and after leaving the arena as footing will be transferred.
12. If you are the last one to leave at night, please be sure to turn off the lights in the arenas and barn alleys. Hours are normally 7:00 a.m. to 9:30 p.m.
13. No additional lighting, fans, or heaters are to be used in any barn due to over loading of the electrical circuits. Accommodations for fans will be allowed during peak temp days.
14. Arenas will be closed when it rains and may stay closed until we feel it is safe to use them. The footing must be preserved for all to enjoy.
15. No tack boxes or grain cans in the barn aisles unless approved by management.
16. We feed approximately 20 to 24 lbs. of Alfalfa Hay daily, if you need more please see management, not the employees, and we will arrange for you to purchase extra on a monthly basis.
17. **30 Day Written Notice for ending a boarding contract is required by everyone. Sale horses are exempt if they are on the daily rate (\$30/day) or prior arrangement has been made with management.**
18. Thank you for choosing Hillcrest Equestrian Center and please feel free to let me know if you have any questions or suggestions, Geni Addicott (714) 478-1616.