



APPLICATION TO BOARD MOUNTS AND RELEASE OF LIABILITY

I hereby apply for boarding privileges for _____ mount(s) at FAIR HILLS FARMS, ("FHF" herein) located at 2735 Santa Maria Road, Topanga, California 90290. FHF shall include Fair Hills Farms, owners, managers, operators, employees of same and all heirs, successors or assigns of any of those mentioned immediately preceding.

In consideration of boarding privileges, I agree to the following rules, regulations, releases and authorizations:

A. IMMUNIZATION AND VETERINARIAN AUTHORIZATION.

At the discretion of the Fair Hills Farms management, new incoming mounts will participate in a quarantine program for 7-10 days to insure against infectious and contagious diseases. Mount owners or authorized riders will furnish FHF with name and address of authorized veterinarian and Farrier. Mount owner or authorized rider hereby authorizes FHF to call said veterinarian or Farrier where emergency situation involving boarded mounts warrants same in the opinion of FHF and authorizes charges for said emergency service to be placed in the name of the mount owner or authorized rider. I further agree to authorize FHF to contract for me, services of their veterinarian to administer periodic immunizations to my mount (cost charged to mount owner or authorized rider), provided that reasonable written or oral notice of said immunization is furnished to me, so as to afford me the opportunity to be present during said immunization or to notify FHF of my intention to have said immunization performed by another veterinarian on or about the same day. In the event any required immunizations are administered by another veterinarian, I agree to furnish FHF with evidence of same.

B. EMERGENCY MEDICAL CARE AUTHORIZED FOR MINORS.

In the event of injury to a minor child for which I am or may be responsible, in the absence of my presence or contrary authorization, I hereby authorize FHF to act in my behalf to obtain emergency medical care that may be necessary to protect the life or limb of the injured minor.

C. RELEASE OF LIABILITY AND HOLD HARMLESS.

In order to induce FHF to permit me to enter upon the lands of FHF for purposes for which will be of benefit to me, e.g. equestrian activities, I do for myself, my heirs, executors, administrators and assigns, fully and forever release and discharge FHF, its agents, employees, successors and assigns and all other persons, firms, associations and corporations and each of them, who are or might be liable in any way, of and from any and all claims, demands, actions or causes of action of any kind of character whatsoever, which I may or might have against them, or any of them arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property and consequences thereof, which I may sustain by reason of my entering upon the lands of FHF for the purposes hereinabove stated. I do further agree to indemnify and hold FHF, its agents, employees, affiliates, successors and assigns, harmless from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, attorneys' fees or expense

of any kind or character whatsoever, which may be made against them, or any of them, arising out of my entering upon the land of FHF for the purpose hereinabove stated. FURTHER, I AM AWARE

../continued

C. **RELEASE OF LIABILITY AND HOLD HARMLESS.** (continued)

THAT MY PARTICIPATION IN EQUESTRIAN ACTIVITIES INVOLVES RISKS OF SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO, FALLING OFF THE HORSE, LOSS OF CONTROL, COLLISIONS AND POSSIBLE DEATH OF MYSELF AND THE HORSE, AND I FREELY ASSUME THESE RISKS.

D. **A RELEASE OF LIABILITY AND HOLD HARMLESS FOR MINORS.**

Paragraph C above is hereby incorporated by reference herein as fully applicable to my releasing FHF of liability and holding FHF harmless with respect to matters involving my minor children identified as follows and all other minors for which I am or may in the future be responsible.

1. _____ 2. _____

E. **STABLE RULES.**

I agree to adhere to and be responsible for my family or guests adhering to the following rules of FHF and I understand that failure to comply may result in my expulsion from FHF and loss of membership:

1. No smoking in the stable area or on FHF trails.
2. Horses are not to be turned out in the Polo Arena during working hours or when riders are present. Turn outs in the covered arena are strictly prohibited.
3. No horses permitted on courtyard lawns, paths and grass area in and immediately surrounding the FHF stable facilities.
4. No horses permitted to graze on FHF courtyard grass.
5. No running or trotting of horses in the FHF courtyard.
6. All stall and tack room doors to be closed when not in use.
7. All dogs to be kept on a leash unless otherwise authorized.
8. Area to be cleaned after horses are clipped.
9. Motor vehicles, including motorcycles, are not allowed within the FHF stable facilities except when loading and unloading. Parking permitted in authorized areas only. Members, and guests, parking in the handicapped parking spaces must display their handicapped placard to avoid being towed.
10. Speed limit on FHF driveway is 10 MPH. Santa Maria Road is 15 MPH. Drive slowly and safely. Failure to do so may result in expulsion and loss of membership.
11. Waivers must be signed by all guests of FHF boarders. Boarders will be responsible for their guests.
12. No horses are to be turned out in any ring without an attendant present at all times. Owners are responsible for all damages caused by their horses.
13. Hard hats are to be worn at all times when jumping or riding over cavaletts. It is recommended that all persons who do jump mounts have an observer with them who can assist them should an accident occur. Hard hats are required at all times for all riders 14 years and under.
14. All jumps are to be removed from the arena after use.
15. Report all broken sprinklers, jumps, gates, etc., to the management.
16. Help keep your equestrian club clean by using trash barrels to deposit all of your trash.
17. For trail riding safety, take along a friend and inform someone where you are going and about what time you will return. Understand that you are riding at your own risk when you trail ride alone.
18. Only authorized personnel to answer or use the FHF business telephones.
19. Only authorized FHF personnel are to feed horses.
20. Proper ring etiquette to be maintained. Right shoulder to right shoulder when passing in opposite direction. Horses being ridden in rings should be kept moving at all times so as not to conflict with other riders in the same rings.

E. STABLE RULES. (continued)

- 21. If a lesson is in progress, please ask the instructor permission to enter the ring. If permission is granted, the right of way has to be given to riding students.
- 22. All horses out of their stable or corral will be on a lead rope and tied to an appropriate tie rail or cross tied in the appropriate manner, or held by another person while being groomed, tacked, etc.. Do not, under any circumstances, turn a horse loose for grazing or any other reason.
- 23. Longeing is permitted only when no lesson is in progress, and/or when your horse does not interfere with other riders. Smaller longeing rings (e.g. bull pens, turnouts) are made for this purpose.
- 24. All horses, with the exception of those in training with FHF trainers or retired horses in pasture, must be exercised every third day. This is for safety and health reasons which are obvious. In the event the horse is not exercised, FHF personnel may exercise or turn out him/her and the owner will be subsequently charged.
- 25. Stable Hours: WINTER - Tuesday through Saturday, 7:00 a.m. to 9:00 p.m.
 Sunday, 7:00 a.m. to 6:00 p.m.
 SUMMER - Tuesday through Saturday, 7:00 a.m. to 10:00 p.m.
 Sunday, 7:00 a.m. to 7:00 p.m.
 MONDAY the facility is closed to everyone. Please comply.

F. MONTHLY STABLE FEES.

- 1. Stall \$ _____
- 2. Corral \$ _____

It is understood that in addition to the stable fees, FHF may provide from time to time additional services for which an appropriate charge will be exacted. A list of these services, when available, will be posted on the FHF bulletin board.

It is further understood that all fees for stabling and services shall be subject to change upon 30 days written notice from FHF to boarder and unless FHF is notified to the contrary after said notice, boarder shall be presumed to have accepted the increased rate for services and stabling. Only members of the private riding club or private polo club are allowed boarding and use of FHF facilities. As a courtesy, it is expected that members shall advise FHF of a horse departure thirty (30) days in advance.

Payment of the monthly stable fees is due in advance on the first day of each month. Any monthly stable fee payment not received by the 10th day of said month will be considered a default in payment of said fees and a penalty/late charge will be imposed at the rate of 10% on the unpaid principal balance, together with such reasonable collection costs and fees, including attorneys' fees, as may be incurred by FHF in connection with any and all efforts, including court proceedings, to collect the unpaid balance due FHF.

I agree to pay for the monthly stable boarding fee in advance on the first of each month and for all other boarding, feed and other charges incurred by me on demand, including but not limited to veterinarian, shoeing, special care, lessons, food, beverages, training and private club dues charges. I understand and agree that in the event any such charges or fees are delinquent, the undersigned shall be in default and that FHF shall have a lien and charge on and against any horses, tack or other personal property at FHF standing in the name of the undersigned. This agreement shall constitute an assignment of all right, title and interest in any such horse, tack or other personal property to the extent of any such delinquent charges without further action on the part of FHF. No horse may depart the FHF premises unless all charges due are fully paid!

This agreement shall be governed and construed under the laws of the State of California. Any references to gender, singular or plural context, shall be interpreted to be the same. All provisions of this agreement shall survive the execution and delivery of the agreement and shall continue in full force and effect.

Any action brought to enforce the provisions of this agreement shall be brought within the County of Los Angeles. If an action need be brought to enforce the provisions of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

Having read and understood the foregoing, it is hereby declared that this release and authorization is executed voluntarily and in consideration of my membership privileges in the private riding club, or polo club, and of my being allowed to board mount(s) at, and use the related equestrian facilities of, FAIR HILLS FARMS.

../continued, Signature Page

**APPLICATION TO BOARD MOUNTS AND RELEASE OF LIABILITY
SIGNATURE PAGE**

DATE: _____

Mount Owner or Authorized User (Signature)

**(Relationship to minors identified in Paragraph E above,
where applicable.)**

Names of Horses

Name of Mount Owner (Printed)

Home Address

Home Telephone Number

Business Telephone Number

Occupation

Names and Addresses of Authorized Users:

Name

Address

Name

Address

Preferred Veterinarian:

Name

Address

Telephone Number

Preferred Farrier:

Name

Address

Telephone Number