

WALNUT HILL FARM
HORSE BOARDING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF
RISK AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2008 by and between Walnut Hill Farm LLC, a Massachusetts limited liability company, of 86 Walnut Street, Plainville, MA 02762 (“Operator”) and the undersigned horse owner (“Owner”).

WITNESSETH:

(a) The Operator maintains a stable located at 86 Walnut Street in Plainville, Norfolk County, Massachusetts (the “Property”) and is engaged in the business of boarding horses thereon.

(b) The Owner is the owner or lessee of the horse or horses more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to whether there be one or more horses as the “Horse”) which Horse the Owner desires to board with the Operator and the Operator desires to accept the boarding thereof upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Subject to the terms and conditions hereinafter set forth, and in consideration of the sum of \$_____ per month per horse (“Boarding Fee”) to be paid by the Owner to the Operator within ten (10) days after receipt by the Owner of the statement therefore, delivered by the Operator in hand or by deposit thereof in the United States mails, sufficient postage prepaid, the Operator agrees to board the Horse at its farm. I also agree to pay fees for other services provided to me or my Horse including training, riding lessons, clipping and trimming fees and show fees in accordance with fees set forth on the rate schedule adopted by the Operator from time to time and in accordance with the Boarding level and lessons selected by me from time to time (such as Base Board, Full Service Board, Short Term Board, Lesson Board or Training Board 1 or 2). This Agreement shall continue in full force and effect until terminated by either party by giving fifteen (15) days written notice to the other party at the above specified address or as otherwise set forth herein.

2. The Operator agrees to provide the customary care ordinarily provided by operators of boarding stables in Massachusetts, including stall space, pasture and grazing land, hay, feed and grooming care.

3. Except as otherwise provided herein, the Operator shall not be required to provide exercise or any other care for the Horse. Operator ___ will or ___ will not provide exercise for said Horse. (If neither is checked, Operator will not provide exercise.) Sales preparation, if necessary, shall be upon such terms as mutually agreed upon by the Owner and the Operator or as set forth in the Operator’s rate schedule.

4. The Operator shall not be liable for any injury or damage to the Horse, including but not limited to loss by fire, theft, running away, disease, accident, death or injury, whether the Horse be on the premises of the Operator or not. The Owner shall be solely responsible for all acts and behavior of the Horse at any time and hereby agrees to indemnify and hold the Operator harmless on account of any loss, cost, damage or expense arising out of all acts and behavior of the Horse and for any claims or injuries whatsoever arising out of or in any way relating to the Horse. Owner has inspected and is satisfied with and accepts the condition of the Property and facilities and agrees that they provide an adequate and reasonable level of safety.

5. The Owner, at its expense, will procure and maintain public liability insurance with respect to the Horse, naming both Walnut Hill Farm LLC and Walnut Street Farm LLC (“Landowner”) as insureds, in such amounts as the Operator shall reasonably require, but in any event having combined

single limits of not less than \$1,000,000. The said policy also shall contain a waiver of subrogation clause with respect to any act or negligence of the Owner, the Landowner, the Operator and their invitees, employees, guests, customers and the like and shall require at least thirty (30) days notice to Operator before it is cancelled, terminated or modified. The Owner shall provide the Operator with a certificate of insurance upon execution hereof, together with proof of payment of the premiums thereof and all renewals thereof at least thirty (30) days prior to the expiration of such policy or any renewal thereof.

6. The Owner must file with the Operator, within ten (10) days from any act or omission alleged to have caused any loss to the Owner, a written claim for any claimed injury or damages resulting from the boarding of the Horse under this Agreement or any other action or inaction of the Operator, its agents or employees and unless the Owner files such notice within such ten (10) day period, the Owner shall waive any and all rights that the Owner may have against the Operator for any liability arising as a result of any damage to the Horse.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. If it becomes necessary for the Operator to retain counsel to assist in the collection of any sums owed hereunder or to enforce any provision of this Agreement, the Owner agrees to pay all of Operator's reasonable attorney's fees and costs, expenses of litigation and court costs.

9. The Operator is hereby authorized, but not obligated, to secure veterinary care (including such veterinary care as may be necessary, in the Operator's sole discretion, to protect the life or health of the Horse under unusual or emergency circumstances), blacksmith, van and other services required for the health, well-being and benefit of the Horse or other horses at the farm (including, without limitation, a Coggins test). The cost of all such services shall be paid by the Owner upon the same terms and at the same time as the Boarding Fee. The Operator is hereby authorized, as the agent of the Owner, to arrange billing of such services directly to the Owner and the Owner agrees to pay such bills promptly upon receipt.

10. Operator reserves the right to refuse to accept or to keep any Horse if Operator determines that the horse may be dangerous to life or property or has poor health or dangerous propensities, habits or vices. Owner agrees to immediately remove any and all Horses upon notice of such condition.

11. Owner warrants that he/she owns said Horse free and clear of any claims or liens and that the Horse is healthy and disease free. Owner agrees to furnish to Operator on request proof of a negative Coggins test. Owner will provide proof that the Horse is current on all vaccinations and that immunizations, worming and teeth checks are kept current. Operator has the right to require an Owner of a Horse that is cribbing to manage cribbing with spray and/or cribbing collars. If the Operator decides that the cribbing is unmanageable, the Owner can be asked to remove the Horse.

12. Operator shall have a lien on the Horse for the amount of any unpaid fee or charge due under this Boarding Agreement and shall have the right, without process of law, to return said Horse until all such fees or charges are paid in full.

13. The Owner agrees to abide by all rules and regulations, policies and guidelines adopted by the Operator from time to time and to respect the authority of the Operator's barn manager and head trainer.

14. Owner agrees to visit and exercise the Horse at least once a week.

15. Risks, conditions, and dangers are inherent in horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards, including, but not limited to, surface or subsurface conditions; a collision, encounter, and/or confrontation with another equine, another animal, a person, or an object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 horse to ground, it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the Horse) and each has a limited understanding of the other. If a Horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around; changing directions and/or speed at will; shifting its weight; bucking; rearing; kicking; biting; and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Operator to list all possible risks for me.

16. In consideration of the Operator's undertaking the board and related services under the terms set forth herein, I, for myself and on behalf of my child and/or legal wards, heirs, administrators, personal representatives and assigns, do agree to release, hold harmless, and discharge the Operator and Landowner, its agents, employees, officers, directors, representatives, assigns, members, boarders of premises and trails, affiliated organizations, and insurers, and all others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the Operator/or Associates ordinary negligence or legal liability; and I do further agree that I shall not bring any claims, demands, legal actions and causes of action against the Operator/or Associates as stated above, for any economic and non-economic losses due to bodily injury and/or death and/or property damage sustained by me and/or my child or legal ward or horse in relation to the Property and operations of the Operator/or Associates, to include while riding, driving, training, taking lessons, handling, participating in or during the travel to or from any type of show or competition, or during the transportation of horses or otherwise being near horses owned by me or owned by the Operator/or Associates, or in the care, custody or control of the Operator and/or Associates, whether on or off the Property.

17. I agree for myself and on behalf of my child and/or legal ward that we have been fully warned and advised that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, as revised from time to time, should be worn while riding and/or driving, training, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on the Operator to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

18. I agree that while on the Property, direct loss, damage, theft, or injury to the Horse, tack, equipment, trailer, and other personal property is not covered by Operator's insurance. The party who has the financial interest in and/or owns such items has the responsibility to insure the items under his/her own insurance policies.

19. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

WARNING: Under Massachusetts law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Boarding Agreement, Liability Release and Assumption of Risk Agreement as of the day, month and year first above written.

OWNER:

OPERATOR:

WALNUT HILL FARM, LLC

Print Owner's Name(s):

By: _____
Kellie Monahan, Head Trainer

Print Owner's Address:

Owner's Telephone Number:

Owner's email:

Owner's Cell No.:

EXHIBIT A

Name of Horse: _____

Age of Horse: _____

Color of Horse: _____

Sex of Horse: _____

Breed: _____

Registration/ID No. (if any): _____

Current liability insurer: _____

Policy No.: _____

Insurer Phone No.: _____

List any Special Instructions to Operator here (if none, write "None"):

List any Horse's Propensities, Habits or Vices: