

## FACILITY USER AND BOARDING AGREEMENT

for  
River Valley Equestrian Club  
1689 West Big Intervale Road  
Margaree, Centre, N.S.  
B0E 1Z0

### ACCEPTANCE of RISK and LIABILITIES

Please READ CAREFULLY

(The following agreement will affect your legal rights and liabilities)

### IN GENERAL, IT IS UNDERSTOOD THAT FOR THE PURPOSE OF THIS AGREEMENT:

All Horse Owners/Agents/Boarders/Facility Users must be members in good standing of the River Valley Equestrian Club.

All Horse Owners/Agents/Boarders/Facility Users must carry and provide proof of liability insurance for their horse.

### River Valley Equestrian Club agrees to allow use of the following facilities to Boarders:

- One box stall - to be regularly maintained and inspected for structural safety and integrity by the Horse Owner/Agent. The Horse Owner/Agent shall keep clean (mucked-out and bedded this assigned stall to an agreed industry care standard on a daily basis.

- A location for storage of the horse's feed, hay and bedding. The Horse Owner/Agent is responsible for the maintenance, cleaning, and removal of all leftover, old, unused, moldy, or otherwise unwanted feed, hay and bedding.

- Bedding (sawdust) may be provided by the club, in a limited amount when available, according to club approval. When this supply of bedding is not provided or available, the Horse Owner/Agent is responsible to obtain and use their own preferred form of bedding.

- Paddocks are provided for use on a shared basis. Owners are responsible to arrange amongst their assigned groups, how and when horses are to share the use of the paddock. Owners are responsible to arrange which horses can be safely turned out with each other. Owners are responsible to organize sharing the maintenance and cleaning of their paddock within their group. Only 2 horses are permitted to be turned out at the same time in a single paddock. Owners are required to remain in their assigned paddock, even if other paddocks are empty. This will allow other paddock groups the freedom to maintain and schedule use of their paddock without interference.

The Horse Owner/Agent, Boarder, or Facility User is responsible for any damages caused by their horse and agrees to replace and/or repair any damages to walls, equipment and/or stall components including but not limited to walls, feed tubs, water bowls, doors, etc. that their horse has caused, and agrees to return such components back to the original state as approved by the River Valley Equestrian Club prior to leaving the facility.

Facility Users and Boarders are permitted access to the indoor riding arena as well as any jumps, poles or other miscellaneous equipment available in accordance with arena rules of use, safety, and etiquette and respectful of scheduling as determined by the River Valley Equestrian Club. **PLEASE NOTE:** *that for the purpose of this agreement, the Horse Owner/Agent or Facility User, by choosing to use this facility, has inspected the riding ring, the footing, the fencing, all jump and miscellaneous equipment as well as any distractions, disturbances, hazards or dangers that pose any potential risk of loss or injury, including death, to whomever rides, drives, attends, spectates or is otherwise present during any equine related activity and accepts fully all responsibility of risk. River Valley Equestrian Club **REQUIRES** the use of an ASTM or SEI approved Riding Helmet with fully attached harness, for all riders 18 years of age and under. The Club **STRONGLY recommends** the use of these helmets and safe footwear to all adults riders. All who use this indoor arena, jumps, poles and miscellaneous equipment are equally responsible for their care and maintenance.*

- The Horse Owner/Agent/Boarder or Facility User has the privilege to bring in outside horse industry professionals at their own discretion, provided the visitor adheres to the rules and regulations of the facility and does not create an adverse disturbance to other Horse Owner/Agents/Boarders or Facility Users. This applies to but is not limited to: Veterinarians, Farriers, Coaches, Trainers, Massage Therapists, Equine Chiropractors, etc.

The River Valley Equestrian Club reserves the right to refuse a boarder/user, the use of, or boarding thereof, in the facility, where the animal is deemed a higher than normal risk to the safety and well being of other users/boarders/animals. (ie: Stallions).

### **The Horse Owner/Agent/Boarder Agrees to:**

- Provide all things necessary for good horse care management such as Hay, Feed (grain, nutritional supplements, etc.), Bedding, Emergency First-Aid supplies, grooming supplies, etc. Noting that, for the purpose of this agreement, from time to time and in a previously agreed to manner, Horse Owners/Agents/Boarder may choose to share the expenses and division of certain items. The Horse Owner/Agent/Boarder must provide a suitable metal, rodent proof container for the storage of grain. If a Horse Owner/Agent/Boarder fails to provide sufficient Hay or Feed for their horse they will be billed accordingly by the providing horse owner, and/or the Horse Owner/Agent/Boarder may be asked to remove the animal from the facility, and/or the appropriate animal welfare authorities may be contacted.

- Allow persons hired as feeders by the River Valley Equestrian Club, to distribute hay and grain in amounts specified by the Horse Owner/Agent/Boarder three times daily. Owner/Boarder is not permitted to feed their animal themselves, outside of the feed scheduled hours, with the exception of providing required feed while in the paddocks, when they so choose. (See included description of feeder duties and responsibilities.)

- To have all visiting riders, who are not club members, complete a Waiver/Acceptance of Risk form, prior to entering the arena or handling a horse. The Horse Owner/Agent/Boarder is required to ensure that the proper adult/guardian permission/signature is obtained prior to any under age visiting riders using the facility arena or mounting a horse. Please note: this is necessary to provide legal protection to the property owner, the Horse Owner/Agent and all other Horse Owners/Agents with horses stabled at this facility.

The River Valley Equestrian Club is a not-for-profit organization and as such is dependent upon fund raisers including but not limited to shows, clinics, and other educational activities where horses from outside the facility may require stabling. Horse Owner/Agent/Boarder may be asked to vacate their assigned stalls on these occasions. Weather and conditions permitting, vacated horses may remain in paddocks if alternate stabling is not available. Horses entered in shows or clinics will not be asked to vacate stalls. Vacating stalls for such occasions is on a voluntary basis and encouraged but not mandatory. In these such cases, stall rental obtained by the club, will be offered as compensation to the boarder.

- To pay the River Valley Equestrian Club for the boarding use of the facilities outlined in this agreement on a monthly basis at a rate of \$100.00 per month, due on the first day of each month. (Rate is subject to change with club approval and not less than 3 months notice of change to Horse Owner/Agent/Boarder). Horse Owner/Agent/Boarder is required to submit to the River Valley Equestrian Club Treasurer, not less than six (6) post dated cheques made payable to River Valley Equestrian Club, dated for the first day of each month.

There will be no adjustment to the fee for horses leaving the premises on a temporary basis, eg. Shows, Clinics, training, etc. In the event a horse moves into the facility within the middle of the month, partial months boarding will be charged on a pro-rata based on the number of days boarded in a standard 30 day month.

- To provide 30 days notice, in writing, if Horse Owner/Agent/Boarder is removing their horse from the stall and/or intends to discontinue use of the stall. Horse Owner/Agent/Boarder is responsible for the full months board following the notice of intent to leave, and is payable prior to horse leaving the Facility.

NSF Cheques will be charged at a rate of \$20.00. After two months of non-payment of board, Horse Owner/Agent/Boarder will be required to remove their horse from the premises. It will still be necessary for the Horse Owner/Agent/Boarder to pay account in full.

The Facility User agrees to pay all fees for use of the facility/arena in accordance with the fee schedule approved by the River Valley Equestrian Club.

- To follow a regular health and hoof care program for the boarded horse including:
  - \* Regular hoof care (Shoeing or trimming) as recommended by the Farrier.
  - \* Annual inoculations as recommended by a Veterinarian.
  - \* Regular wormings for parasite control.
  
- To participate in a minimum of two wormings per year, at their own cost, to be organized and scheduled by the club. (Usually Spring and Fall). Wormer to be provided/acquired by the Horse Owner/Agent/Boarder and administration of such wormer to be arranged at the club scheduled time. Additional wormings above and beyond this basic requirement is at the discretion of the Horse Owner/Agent/Boarder at their own costs.

It is the responsibility of the Horse Owner/Agent/Boarder to arrange for any veterinary or farrier care for the animal. It is also the responsibility of the Horse Owner/Agent/Boarder to provide or arrange for any assistance that may be required by these professionals, (ie: holding of horse).

#### River Valley Equestrian Centre FACILITY FEEDERS - Job Description & Duties

Description: Feeders are to provide feed (hay/grain) to horses within the facility stall locations within the specified period of time required according to the daily schedule.

Breakfast: between 6:00 a.m. - 8:00 a.m.

Lunch: between 11:30 a.m. - 1:00 p.m.

Supper: between 5:30 p.m. - 7:00 p.m.

All feeders are asked to do a general sweep up after feeding.

Check operation of water bowls to ensure all horses are able to get water (dump out any manure if necessary).

Visually check horses for possible signs of illness. Make every effort possible to contact either the owner, manager, or responsible club executive member to notify of your findings/concerns. You are not expected to participate in or administer any follow-up or emergency care, or wait on the premises.

Feed animals that are located in their stalls. Horse Owner/Agents are responsible to provide sufficient feed if they intend to place the animal in paddocks during these feeding times. Feeders are not responsible for the movement of any animals to or from paddocks for feeding purposes, and must obtain permission from owner prior to moving animals in the event of bad weather, flies, etc.

Be knowledgeable about the feeding requirements of each horse. Horse Owner/Agents are responsible to communicate to the feeders and update the feeding list requirements for their horse upon arrival of their animal to the facility and in the event of all changes to feed requirements/amounts, or change of animal using stall. Horse Owner/Agents are responsible to arrange for any necessary feeding requirements outside of the usual dry hay and basic grain requirements, which may include, but are not limited to water for wetting hay, filling of hay nets, mixing and/or placement of supplements/vitamins and medications in feed.

Feeders are expected to contact either another approved feeder (other feeder or backup feeder) if they are unable to perform their duties on any given day.

Job sharing of any or part of a feeders duties must have prior approval of the club executive.

Feeders will acknowledge the following statement:

**“There are inherent risks of injury that you voluntarily accept if you accept one of these contract positions, or participate in animal activities”.**

**VERY IMPORTANT: For the purpose of this agreement and the terms of use of the mentioned facilities, the Horse Owner/Agent/Board and Facility User, upon completion of this agreement and throughout the full term of this and subsequent terms is fully accepting that they have inspected and approved use of these and all facilities.** *The term "Facilities" includes but is not limited to: stalls, aisles, stable facilities/fixtures, riding/exercising facilities and equipment, manure storage area, trails, pastures, fences, gates, walkways, parking area, storage buildings, hazards, etc.*

With the recognition that the care of all horses using this facility is often a shared responsibility of every and all Horse Owners/Agents/Boarders and Facility Users, including the facility owner, the River Valley Equestrian Club, it is recognized and respected by ALL who enter, remain, ride and stable and otherwise use these facilities, that they themselves as well as all other horse owners will endeavour to act in a caring, compassionate and responsible fashion in and around each and every horse to the best of their ability. It is therefore agreed that no horse owner, including the property owner their agent, family member, relative, guest or associate, heir or representative may hold responsible any other horse owner, including the property owner, their agent, family member, relative, guest, associate, heir or representative for any loss or injury, including death to themselves, their horse(s), or their equipment howsoever caused even in the case of proven negligence.

The Horse Owner/Agent/Boarder and Facility User accept fully that the use of these Facilities is at their own risk and that River Valley Equestrian Club and any other agent assisting with the facility management will always endeavour to provide excellent care and handling for all horses at all times but are not in any way to be held legally or financially responsible for any damage, loss, injury or death of horse, personal property or person.

The Horse Owner/Agent/Boarder and Facility User agree that they will read, follow and abide by the rules of the facility expressed verbally, posted in the stable, and indicated in this agreement, and that failure to do so could result in being asked to vacate the facility, removing their horse and belongings, and/or could result in all previously granted use of the facility being terminated.

Liability Insurance is available through the Nova Scotia Equestrian Federation annual membership. Proof of current insurance (required to be updated yearly), must accompany a signed copy of this agreement.

Horse's Registered Name and/or Barn Name: \_\_\_\_\_  
Description: Color \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Breed \_\_\_\_\_  
Name of Owner: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_  
Name of Insurance Provider: \_\_\_\_\_ (Proof attached).  
Horse Owner/Agent/Boarder: Name \_\_\_\_\_ Phone #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Any other applicable contacts that may be suitable in the case of an emergency:

\_\_\_\_\_

In the case of a medical Emergency with your horse, will you permit a veterinarian to be called, and do you also agree to pay all associated veterinary fees?

Initial: Yes \_\_\_\_\_ No \_\_\_\_\_ Veterinarian of your choice provided he or she is available: \_\_\_\_\_ Phone: \_\_\_\_\_

Last Date of Vaccinations: \_\_\_\_\_

Last Date of Worming: \_\_\_\_\_

Does the above mentioned horse suffer from any known allergies? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please specify: \_\_\_\_\_

Are there any stable vices other horse owners should be made aware of (ie: kicking, biting, windsucking, bolting, etc.) that may affect the safety of the above mentioned horse, caregivers, other horse, or the public? \_\_\_\_\_

Are there any special or unique considerations pertaining to the care of the above mentioned horse that caregivers should be informed of? \_\_\_\_\_

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By signing below you are accepting that you have read and fully understand and accept fully this document and agree to follow the rules and regulations as posted on the property and outlined within this document. You recognize FULLY that all aspects of horseback riding, the handling, the grooming and all aspects of stable management are extremely dangerous and can potentially cause loss, serious injury, loss or death to you or your property, howsoever caused, even in the case of proven negligence. You are agreeing to not hold River Valley Equestrian Club or ANY other Horse Owner/Agent/Boarder/Facility User responsible in any way for any loss, injury or death that may occur howsoever caused, even in the case of proven negligence. Signing below WILL EFFECT YOUR LEGAL RIGHTS AND LIABILITIES.

Signature of Horse Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Boarder or Facility User: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Legal Guardian of Boarder or Facility User (If under 18 years old): \_\_\_\_\_ Date: \_\_\_\_\_

Witness to the above signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of River Valley Equestrian Club President: \_\_\_\_\_ Date: \_\_\_\_\_