

River Valley Equestrian Club
1689 West Big Intervale Road
Margaree Centre, NS
B0E 1Z0

**FACILITY USE and AGREEMENT for
ACCEPTANCE of RISK and LIABILITIES**

Please READ CAREFULLY
THE FOLLOWING AGREEMENT WILL EFFECT YOUR
LEGAL RIGHTS AND LIABILITIES

Effective from(start date):_____ **to** (maximum period of one calendar year):_____ **between River Valley Equestrian Club**
and(horse owner/agent over 18 years of age):_____
pertaining to (horse's registered name)_____
Do you own this horse? Yes_____ **No**_____
If no please attach lease agreement or agreement of care to this document

Description of Horse(s):

Barn name:_____ **Age:**_____

Colour:_____ **Sex:**_____

Breed_____

Registration/ Tattoo Number(if Applicable)_____

(In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this section, shall be set in writing and attached hereto as Exhibit 'A" which is hereby incorporated in full by reference.)

Contact Information of Horse Owner/Agent:

Mailing Address:_____

Civic Address: _____

E-Mail Address:_____

Telephone(home)_____ **(business):**_____ **(cell):**_____

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?

(Please initial) **YES:**_____ **NO:**_____

Do you wish to specify the veterinarian of your choice provided he or she is available?

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

~ 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&bedded)this assigned stall to an agreed industry care standard on a daily basis.

~A location in the tack room for storage of all Tack, Harness, health, grooming and exercise/training equipment. *The Horse Owner/Agent is responsible for maintaining this space in a clean and orderly manner.*

~A location for storage of the horse's feed, hay and bedding.

~Access to the indoor riding arena as well as any jumps, poles or other miscellaneous equipment available in accordance with arena rules of safety and etiquette and respectful of scheduling as determined by River Valley Equestrian Club. **PLEASE NOTE** : *that for the purpose of this agreement, the Horse Owner/Agent, 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 STRONGLY recommends the use of an ASTM or SEI approved Riding Helmet with fully attached harness and safe footwear to all adults and REQUIRES the use of these fully approved helmets(correctly fitted)to riders 18 years of age and under. All who use this indoor arena, jumps. poles and miscellaneous equipment are equally responsible for their care and maintenance .*

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

THE HORSE OWNER/AGENT AGREES to:

~ Provide all things necessary for good horse care management such as Hay, Feed(may be grain, nutritional supplements, etc.), 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 many choose to share the expenses and division of certain items. If a Horse Owner/Agent fails to provide sufficient Hay or feed for their horse they will be billed accordingly by the providing horse owner. Horse owner /agent must provide suitable metal rodent proof container for grain storage. Horse Owner/Agent to provide water bucket in preparedness for power failure or automatic water supply malfunction.

~Allow persons hired as feeders by the River Valley Equestrian Club to distribute hay and grain in amounts specified by the Horse Owner/Agent three times daily. **PLEASE NOTE:** a job description for feeders is attached to this document.

~The Horse Owner/Agent agrees to have all visiting riders who are not listed as the regular riders of the above horse to complete an acceptance of Risk form prior to mounting the 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 fundraisers including but not limited to shows,clinics and other educational activities where horses from outside the facility will require stabling. Horse Owner/Agent 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 encouraged but not mandatory.

VERY IMPORTANT: Please note that FOR THE PURPOSE OF THIS AGREEMENT AND THE TERM OF USE OF THE ABOVE AND BELOW MENTIONED FACILITIES THE HORSE OWNER/AGENT, 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, Aisle, Stable Facilities/fixtures, Riding/Exercising Facilities & Equipment, Manure Storage Area, Trails, Pastures, Fences, Gates, Walkways, Parking area, Hazards, etc.

With the recognition that the Care of All Horses within this facility is often a shared responsibility of every and all horse owners/agents 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 Agrees:

To pay River Valley Equestrian Club for the use of facilities outlined above in this agreement on a monthly basis at a rate of \$_____with payment due on the first day of each month. Horse Owner/Agent is requested to submit to the River Valley Equestrian Club treasurer, six post dated cheques made payable to River Valley Equestrian Club dated for the first day of the month. There will be no adjustment to the fee for horses leaving the premises on a temporary basis, eg. Shows, clinics etc. Partial months boarding will be charged on a pro-rata based on the number of days boarded in a standard 30 day month. River Valley Equestrian Club requires 30 days notice, in writing, if Horse Owner/Agent intends to move or sell horse. HorseOwner/Agent is responsible for a full months board should there be no notification and this is payable prior to horse leaving River Valley Equestrian Club. NSF cheques will be charged at a rate of \$20.00. After two months of non-payment of board, horse Owner/Agent will be required to remove their horse from the premises. It will still be necessary for Horse/Owner Agent to pay account in full.

~To accept fully that the above mentioned horse is being stabled at these facilities at the horse owner's risk and that River Valley Equestrian Club and any other horse owner/agent assisting with the stable 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..

~To read, follow and abide by the rules of the facility expressed verbally, posted in the stable and indicated in this agreement.

~To have all visiting riders who have not been named on this document to sign a release of liability form available in the stable.

~To follow a regular health and hoof care program for the above mentioned horse including:

- *Regular **hoof care**(shoeing or trimming) as recommended by the Farrier
- *Regular **wormings** for (parasite control) minimum of two times per year.
- *Annual inoculations as recommended by Veterinarian.

~It is the responsibility of the horse owner to arrange for any veterinary or farrier care for the above mentioned horse. It is also the responsibility of the horse owner to provide or arrange for an assistance(ie: holding of horse)that may be required for the veterinarian or farrier.

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

All Boarder must be members in good standing of the River Valley Equestrian Club.

Both parties agree to provide a minimum of one (1)months notice of the termination of this agreement.

Please complete the following:

Do you carry liability insurance for your horse and all your horse related activities? Yes: _____ No: _____

It is REQUIRED that the Horse Owner/Agent carry Current Public Liability on the aforementioned horse. Insurance is available through the Nova Scotia Equestrian Federation annual membership. All Horse Owners/agents must provide proof of current insurance with a copy attached to this agreement on a yearly basis.

Last date of **Vaccinations:** _____

Last date of **Worming:** _____ Product used: _____

Coggins Test: yes: _____ no: _____ date: _____

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 many effect the safety of the above mentioned horse, caregivers, other horse, or the public? _____

Are there any special and unique instructions pertaining to the care of the above mentioned horse that caregivers should be informed of? _____

Signature of horse Owner/Agent(must be adult)
_____ Date: _____

Signature of River Valley Equestrian Club President
_____ Date _____

Signature of Witness&/or Other Horse Owner/Agent/ Name _____
_____ Date: _____

Please READ THIS entire document CAREFULLY

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 responsible in any way for any loss, injury or death that many occur howsoever caused, even in the case of proven negligence.

Signing below WILL EFFECT YOUR LEGAL RIGHTS AND LIABILITIES

List of Riders(use next page if necessary)

Rider1:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

Rider 2:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

Rider 3:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

Rider 4:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

Rider 5:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

Rider 6:

Riders Name: _____ age/adult

Name of Parent or Legal Guardian(if applicable) _____

Signature of adult rider or Parent/Legal Guardian _____

Date _____

Witness Name _____

Witness Signature _____ Date _____

