

## **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, and 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:**

#### **Initial**

\_\_\_\_\_ - 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. Horse owner/boarder is responsible for sweeping the area outside their assigned stall. Horse owner/boarder is responsible for any stall damages caused by their horse and agrees to discuss with the club and repair to an agreed upon state. When a stall is vacated, the departing boarder is responsible for cleaning the stall, water bowl, feed tub and the corresponding hay slots and locker.

- A location (shared) 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.

- A tack locker in the tack room for storage of basic tack, health and grooming necessities. The horse owner/agent is responsible for maintaining this space in a clean and orderly manner.

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\_\_\_\_\_ - 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.

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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 adult 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 wellbeing of other users/boarders/animals. (ie: Stallions).

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

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- 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. The Horse Owner/Agent/Boarder must provide a suitable 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 contacted by the executive 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. Owner/Boarder is not permitted to feed their animal themselves, outside of the feed scheduled hours, therefore disrupting or upsetting other animals in the facility. The exception to this is the owner/boarder provides the required feed while in the paddocks, when they so choose.

- 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 underage 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.

- To permit their horse to be quarantined in a stall away from other horses if there is reasonable concern that they may have been exposed to a contagious condition before arriving at the RVEC, and to align the preventative care of the horse with the farm or facility requirements; and to share all information regarding a health event that could affect other horses on the property.

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\_\_\_\_\_ - 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. These cheques should be given to the treasurer before January 1 and June 1 of each year.

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.

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\_\_\_\_\_ - 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, unless the stall is immediately rented to another boarder.

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\_\_\_\_\_ NSF Cheques will be charged at a rate of \$20.00. There will be a penalty fee of \$10 per day for late payment. Late is considered any day after the first of the month. After one month of non-payment of board, Horse Owner/Agent/Boarder may 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.

- 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.
  - \* 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).

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\_\_\_\_\_ In the case of a **Medical Emergency** with the horse, all reasonable attempts to contact the owner/agent will be made, however in the event that no contact is possible, a veterinarian may be contacted at the owner/agent expense.

**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 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 damage to their equipment, howsoever caused even in the case of proven negligence.

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\_\_\_\_\_ 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.

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\_\_\_\_\_ 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, and proof of insurance must be submitted yearly. Failure to do so will result in loss of riding privileges until insurance information is supplied.

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.

Contact Information Horse Owner/Agent:

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Civic Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

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: \_\_\_\_\_