



## Spring Creek Stables Boarding Agreement

**THIS AGREEMENT**, for good and valuable consideration receipt of which is hereby acknowledged, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022 made by and between San Antonio Equestrian Center, LLC, DBA: Spring Creek Stables, herein referred to as "STABLE", providing services as an independent contractor, located at 21860 Babcock Rd., San Antonio, TX 78255 and \_\_\_\_\_, (Horse Owner), residing at \_\_\_\_\_, (Owner's Address) hereinafter referred to as "OWNER".

### 1. FEES, TERMS AND LOCATION

In consideration of \$ \_\_\_\_\_ per horse, per month, paid by OWNER in advance on the 5<sup>th</sup> day of each month, STABLE agrees to board the herein described horse (s) on a month to month basis commencing \_\_\_\_\_, 2022. Partial months boarding shall be paid on a pro-rata basis based on the numbers of day boarded in a standard 30-day month.

### 2. DESCRIPTION OF HORSE (S)

HORSES NAME: \_\_\_\_\_

AGE: \_\_\_\_\_ COLOR: \_\_\_\_\_

REGISTRATION/TATTOO: \_\_\_\_\_ SEX: \_\_\_\_\_

BREED: \_\_\_\_\_

INSURANCE CARRIER, POLICY AND PHONE NUMBER (If Applicable):

\_\_\_\_\_

\_\_\_\_\_

### FEED AND FACILITIES

STABLE agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the horse(s). \* Please be advised that additional charges may apply to our standard feed program if/when the product/supply has changed and/or increased in price.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. VACCINATIONS

**Prior to arrival of horse to STABLE, proof of current Rabies, Tetanus, Encephalitis, Rhino/Influenza, West Nile Virus and Strangles vaccinations are required.** Proof of tetanus, encephalitis and Rabies vaccines are required once yearly and influenza twice yearly. A current negative Coggins test is required for all horses arriving for boarding and/or arriving from out of State. All out of state arrivals require a health certificate and all local vaccinations.

#### **4. RISK OF LOSS**

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while off STABLE'S premises. OWNER fully understands and hereby acknowledges that STABLE does not carry any insurance on any horse (s) not owned by STABLE, including, but not limited to such insurance for boarding or any other purposes, for which the horse (s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

#### **5. HOLD HARMLESS**

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

#### **6. LIABILITY INSURANCE:**

OWNER warrants that he/she presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT.

#### **7. EMERGENCY CARE:**

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number, \_\_\_\_\_, should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

#### **8. STABLE RULES:**

OWNER hereby acknowledges receipt and understanding of the current STABLE rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he/she and his/her guests and invitees will be bound and abide by these rules, and accepts responsibility for the conduct of his/her guests and invitees according to these rules.

STABLE may revise these rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE'S sole Discretion of OWNER or OWNER'S guests and invitees to abide by STABLE rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

\_\_\_\_\_  
Initial

#### **9. DEFAULT**

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to Item 8, Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

**10. ASSIGNMENT:**

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

\_\_\_\_\_  
Initial

**11. NOTICE OF TERMINATION:**

OWNER agrees that thirty (30) days written notice shall be given to STABLE as to the termination of this AGREEMENT.

**12. RIGHT OF LIEN:**

OWNER is put on notice that STABLE can and will exercise a right of lien, as provided for by the laws of the State of Texas for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss.

**13. SPECIAL INSTRUCTIONS TO STABLE:**

\* Any medication or supplement desired to be administered by the STABLE, must be approved by the manager. STABLE reserves the right to refuse to administer any medication or supplement to a boarded horse that it deems to be unsafe to handle. STABLE also reserves the right to refuse to administer any medication or supplement to a horse that is considered to be dangerous or too difficult to handle for administration of said medication.

**Please Provide any Special Instructions to Stable:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner Initial

\_\_\_\_\_  
Stable Initial

THIS AGREEMENT is subject to the laws of The State of Texas. THIS AGREEMENT was executed at \_\_\_\_\_ on the date first set forth above.

BY: \_\_\_\_\_  
STABLE Rep. Authorized to Sign

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
OWNER

Date: \_\_\_\_\_

**Emergency Care Plan if Owner Can NOT Be Reached:**

Horse Name: \_\_\_\_\_ Owner Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Day/Work# : \_\_\_\_\_ Cell#: \_\_\_\_\_

Evening#: \_\_\_\_\_

Vet Name : \_\_\_\_\_ Vet# : \_\_\_\_\_

Farrier Name : \_\_\_\_\_ Farrier# : \_\_\_\_\_

Is Horse Insured? \_\_\_\_\_

Is this horse a surgical candidate in the event of serious injury or illness? Yes \_\_\_\_\_ No \_\_\_\_\_

Owner Initial: \_\_\_\_\_

What is the MAXIMUM dollar amount desired to spend to save horses life in the event of a life threatening emergency: \_\_\_\_\_

Owner Initial: \_\_\_\_\_

To have all lifesaving measures taken to prevent death, check: Yes \_\_\_\_\_ No \_\_\_\_\_

Owner Initial: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ACKNOWLEDGMENT OF RISKS  
ASSUMPTION OF RISK AND RESPONSIBILITY & RELEASE OF LIABILITY

**WARNING: SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS FACILITY AND ITS OWNERS CANNOT AND DO NOT GUARANTEE YOUR SAFETY. PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT.**

I (RIDER'S NAME) \_\_\_\_\_ UNDERSTAND THAT: Horseback riding and any activity associated with horses, including and not limited to hauling horses, is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present to such activity despite all safety precautions. I UNDERSTAND THAT although horses usually have a calm disposition, no horse is completely safe or predictable.

ACKNOWLEDGMENT OF RISKS: I recognize that there is an inherent danger in horseback riding and being in the presence of horses in general. These risks may result in serious injury or death. I acknowledge that no warranty of any kind, express or implied, is made as to the habits, disposition, suitability, nature or physical or mental condition of any horse at San Antonio Equestrian Center, LLC., dba Spring Creek Stables.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks involved in horseback riding and being in the presence of horses I confirm that rider is physically and mentally capable of participating in horseback riding. I assume the risk of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts; wounds; scrapes; abrasions, and/or contusions; dehydration, head, neck and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning and/or death.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury that may occur while I am at San Antonio Equestrian Center, LLC., dba Spring Creek Stables. Either I have appropriate insurance, or in its absence, agree to pay all costs of medical services as may be incurred on my behalf.

RELEASE OF LIABILITY: I agree that in consideration of San Antonio Equestrian Center, LLC., dba Spring Creek Stables /or Mike Martel, allowing my participation (or my child's, as the case may be) in this activity, under the terms set forth, I, the rider, (and/or parent or legal guardian thereof) for myself and on behalf of my child and/or legal ward DO AGREE TO HOLD HARMLESS, RELEASE, AND DISCHARGE SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR MIKE MARTEL AND THEIR EMPLOYEES OR ASSOCIATES ORDINARY NEGLIGENCE; AND DO FURTHER AGREE THAT WE SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND/OR CAUSES OF ACTION, AGAINST SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR MIKE MARTEL AND THEIR EMPLOYEES OR ASSOCIATES AS STATED ABOVE IN THIS CLAUSE, AND FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD OR LEGAL WARD IN RELATION TO THE PREMISES AND ACTIVITIES THAT OCCUR TO INCLUDE RIDING, HANDLING OR OTHERWISE BEING IN THE PRESENCE OF HORSES OWNED BY OR IN THE CARE, CUSTODY AND CONTROL OF SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR MIKE MARTEL, WHETHER ON OR OFF THE PREMISES OF SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES.

I DO HEREBY RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SAN ANTONIO EQUESTRIAN CENTER, LLC., dba SPRING CREEK STABLES AND/OR MIKE MARTEL, ALL OF THEIR ASSOCIATES, OFFICERS, MEMBERS, ORGANIZATIONS, AGENTS, INDEPENDENT CONTRACTORS AND EMPLOYEES FOR ANY INJURY OR DEATH CAUSED BY OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES DESCRIBED ABOVE.

**I HAVE READ AND UNDERSTAND THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY.**

Signature of rider:

Signature or Parent or Guardian

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Rider's name (printed):

Parent or Guardian's name (Printed):

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

\_\_\_\_\_