

EQUESTRIAN EVENTS, INC. dba: CRESCENDO FARMS
BOARDING CONTRACT

This contract is entered into on _____, 20__ by Katherine G. Twombly, ("KGT") and _____ ("owner"). Katherine G. Twombly owns and operates boarding and riding facilities for horses at Equestrian Events, Inc. dba: Crescendo Farms ("EEI/CF") located at 14245 S.W. Pleasant Valley Road, Beaverton, Oregon, and the Owner owns the following horse:

Horse Info: Name: _____ Color: _____ Sex: _____ Birth Year: _____ Markings: _____

Medical: Flu/Rhino: _____ Tetnus: _____ WNV: _____ Other: _____ Worm/Date/Product: _____
(last 12 months) Medical History (All): _____

Shoer: _____ Phone: _____
Insurance Co: _____ Phone: _____ Type:/Pol#: _____

Feeding Program: Hay: _____ Grain: _____ Pellets: _____ Vitamins: _____
Brand/Type Special Needs/Care: _____
Amount/Frequency

Owner Info: Name/Address: _____ Day Phone: _____
City, State, Zip: _____ Eve Phone: _____
Birthdate: _____ e-mail address: _____

The parties agree as follows:

- 1. Agreement to Board Horse & Term.** The parties agree that the horse shall be boarded at EEI/CF and that the owner and other persons authorized by KGT shall have use of the riding facilities at the farm. The boarding shall begin on _____ and continue month-to-month until terminated by either party upon thirty (30) days written notice to the other.
- 2. Board & Lesson Fees; Payment, Lein.** All boarders are required to be in a minimum of 2 lessons monthly with one of the Trainers working out of CF. Ground work sessions will be scheduled as needed and billed to client to maintain good communication, handling and safety for CF staff. Board & Lesson fees shall be paid on the first day of each month in advance and mailed to EEI/CF at 19809 SW Aten Road, Beaverton, OR 97007. A charge of \$45 will be assessed on late payments (if board is not received by the 10th) or if returned for NSF. KGT shall have a lein on the horse for any unpaid boarding fees. See Rate Sheet for current boarding rates. Checks made payable to EEI/CF.
- 3. Duties of KGT/EEI/CF.** Services included in the board fee are: feed & water, stall cleaning, and daily turn-out in either run or pasture. Owner understands training, lessons, shoeing, veterinary services, vanning and any miscellaneous expenses are additional costs and will be billed accordingly (see rate sheet).
- 4. Routine and Emergency Veterinary Care.** In the interest of animal health, all horses boarded at Crescendo Farms are required to have Spring and Fall worming and vaccinations per recommendations of Columbia Equine. CF will supply fecal samples in the spring of even years to Columbia for testing, those charges will be billed to CF and passed onto clients in the next billing cycle. KGT will schedule the vet of choice to worm and vaccinate when due. KGT will not be responsible for providing any veterinary services, but she will advise the owner of any health problems which she observes that the horse may have, and the owner shall arrange for veterinary services. However, in an emergency KGT may obtain services of a veterinarian of her choice before contacting the owner and the owner shall pay for those services. In the event follow-up care is needed, and the owner is not available, owner authorizes KGT to administer follow-up medical care and medications as directed by the attending veterinarian. Owner understands these services will be billed on the next month board bill.

Owners veterinarian of choice is: _____ Phone: _____

- 5. Rules.** Owner has received a copy of the rules of the farm and agrees to follow those rules. Owner has received and signed a copy of the farms Liability Waiver. Owner will not allow anyone to ride their or any other horse boarded at EEI/CF without first asking permission from KGT and obtaining a signed liability waiver from said person, or their parent or legal guardian if person is a minor. Owner shall use all reasonable care in the use of the facility to avoid injury to self & others.
- 6. Release, Liability, Waiver and Indemnity.** As provided in ORS 30.691, KGT/EEI/CF shall not be liable for injury or death to any one arising out of riding, training, driving, grooming or riding as a passenger on a horse, and Owner or Owner's representative may not maintain an action against or recover from the KGT/EEI/CF for injury or death arising out of riding, training, driving, grooming or riding as a passenger on a horse, except as provided in that statute. Owner hereby releases KGT/EEI/CF, her agents and employees from all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to Owner's person or property, even injury resulting in death, arising out of Owner's use of the facility, including but not limited to horseback riding, participating in riding instructions and lessons, horse training, exercises and other horse related activities taking place on or off the facility. This release also applies to damage or injury suffered by Owner's horse while being ridden or handled by KGT, her employees or agents.

Owner accepts the full risk of loss, damage, costs and expenses caused by Owner's negligent or intentional acts, Owner's failure to obey EEI/CF rules and any other actions causing injury or damage to a person or property and agrees to indemnify and hold harmless KGT/CF, her agents and employees from any and all liability he/she may incur due to those actions.

It is Owner's responsibility to obtain mortality/surgical insurance for the horse if so desired.

- 7. Arbitration.** All disputes, except the collection of boarding fees at the option of KGT, shall be submitted to arbitration under the rules of the American arbitration Association.

Owner _____ Date _____
EEI/CF Boarding Contract 01/19

Katherine G. Twombly/Equestrian Events, Inc. dba: Crescendo Farms Date _____



EQUESTRIAN EVENTS, INC.

dba: CRESCENDO FARMS

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Katie Cell: (503) 703-7950

Katie.crescendofarms@gmail.com

Allan Cell: (503) 720-7346

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LIABILITY WAIVER

In consideration for the use of Equestrian Events, Inc/Crescendo Farm's (EEI/CF) facility, for the training, boarding and riding of horse(s) owned, leased, or under the undersigned's control, including school horses ridden in lessons, the undersigned hereby releases and forever discharges EEI/CF and its agents or employees all of whom are hereinafter individually and collectively referred to as "EEI/CF", and all other persons who might be claimed to be liable, of and from any and all claims, demands, actions, causes of actions, suits or causes of suits, whether in the nature of personal injury or property damage to the undersigned or to any minor child or legal ward of the undersigned, and of whatsoever kind or nature including any matter or occurrence directly or indirectly arising out of the boarding, training, riding, or participation in any training or instructions or other horse-related activities carried on at EEI/CF or elsewhere, from any cause whatsoever.

The undersigned hereby acknowledges that he/she understands and assumes the special risks inherent in boarding, conditioning, training, showing, breeding, transporting, and riding horses and the costs and expenses of any injury or damage which may occur as a result of such horse-related activities conducted upon EEI/CF premises, or elsewhere, from any cause whatsoever.

The undersigned hereby declares that he/she has read this Release and the farm rules and that they are fully understood, voluntarily accepted, and that EEI/CF shall not be liable for any personal injury, disability, or property damage which the undersigned, his/her child or legal ward may receive or incur, under any legal theory and whether disputed or otherwise. The undersigned hereby further agrees to hold EEI/CF harmless and indemnify them from any payment for medical expenses incurred in treatment of the undersigned or of his/her minor child or legal ward for injuries incurred while upon EEI/CF premises, or elsewhere, in any capacity.

I (circle which applies to you): Own Lease Participate in School Horse Lessons.

Rider: _____ Birth date of Rider: _____

Address: _____ City, State, Zip: _____

E-mail: _____ Trainer: _____

Home: () _____ Work: () _____ Cell: () _____

Emergency Contact: _____ Relationship: _____

Home: () _____ Work: () _____ Cell: () _____

Participant Signature: _____ Date: _____

NOTE: Parent/Legal Guardian must sign if participant is a minor.

The person listed above has my permission to ride my horse:

Owner's authorization: _____ Horse: _____