

Camp Marshall
Worcester County 4-H Center, Inc
92 McCormick Road Spencer, MA 01562
508-885-4891
www.campmarshall.net
www.campmarshallequestriancenter.net
Horse Boarding Agreement



This agreement, dated _____, 20____ made between Worcester County 4-H Center Camp Marshall at 92 McCormick Road Spencer MA 01562 hereinafter called "STABLE" and (horse owner's name) _____ residing at (horse owner's address) _____ hereinafter called "OWNER."

1. Fees, Term and Location –

This Agreement is for **SEMI-ROUGH BOARD**. In consideration of **\$200.00** per horse per month paid by OWNER in advance on the 1st day of each month, STABLE agrees to board herein described horse at STABLE commencing on this **Day** _____ **Month of** _____ **Year** _____ for a **month-to-month basis**. As an at will agreement, this agreement can be terminated by either party at any time for any reason, provided a 30 day notice has been provided in writing. Failure to provide a 30 notice in writing could result in loss of security deposit.

Paddocks: Included with your board is a 50x50 paddock for one horse, two or more horses cannot share a 50x50 paddock space. If you would like a double paddock (100x50) for one horse it is \$30 additional per month. Or, if you choose, you could arrange to put your horse in a double paddock with another horse for no additional monthly fee.

2. Description of Horse

Horse's Name: _____

Color: _____ Breed: _____

Age: _____ Sex: _____ (No Stallions are allowed on the Property)

3. Facilities: STABLE agrees to provide adequate facilities for normal and reasonable care required to maintain the health and well being of the animal. It is the job of the Horse Owner to ensure that the said horse, adequate water, feed, and a clean stall along with the paddock area. The facility reserves the right to put said owner on notice if they feel the horse is not adequately being taken care of and or fed.

4. Risk of Loss: During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises. The OWNER fully understands that STABLE does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of the STABLE, are to be borne by the OWNER.

5. Hold Harmless: OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims. All Boarders, family and friends that will be riding the said boarded horse must have a Hold Harmless Agreement on File.

6. Emergency Care: STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary and/or blacksmith care required for the health and wellbeing of said horse. Owner shall pay all costs of such care secured within fifteen days from the date OWNER receives notice thereof, or STABLE is authorized, as OWNER'S agent, to arrange direct billing to the owner.

7. Shoeing, Worming and Veterinary Care: OWNER agrees to take care of all shoeing, worming and veterinary care for the described horse at OWNER'S expense.

8. Ownership and Vaccinations: OWNER warrants that he or she owns said horse and will provide, prior to the time of delivery of said animal, to STABLE, proof of a negative Coggins test (within 1 year in-state or 6 months out of state), Strangles, EWT, Influenza, and Rabies vaccinations. If the horse is arriving from outside of Massachusetts, a health certificate is required.

9. Payments and Default: A refundable deposit is required for all new boarders per each horse. The deposit will be the equivalent amount as the monthly board payment and will be refunded at the time of the horse's departure from Camp Marshall once the Barn Manager approves that the horse's paddock and stall has been thoroughly cleaned and the horse's board is currently paid up to date. If any of these criteria are not met the security deposit will not be refunded to the owner.

Late Fees :

If board fees are not paid by the 5th of each month, a \$25 late fee will be incurred. Boarders who rent multiple stalls will have a \$10 late fee per stall after the first stall. Example: 1 stall: \$25 late fee, 2 stalls: \$35 late fee, 3 stalls: \$45 late fee, etc.

Board is to be paid by OWNER on the 1st day of each month. **If board fees are not paid by the 5th day of each month a \$25 penalty will be incurred per horse per month.** After 30 days of non-payment STABLE has the right to terminate this agreement immediately, without a 30 days notice, and also has the right to issue a lien as stated in section 12.

New Horses: If you are bringing in a new horse, all of the required paperwork, as well as 1st month payment and security deposit is due **BEFORE** you trailer your horse in, otherwise a \$25 penalty will be incurred. Please call or come into the office to make the arrangements to sign paperwork, give shot/coggins records and pay board and/or deposit with the Equestrian Director at least one (1) week in advance to your horse's arrival.

Returning Horses: If your horse leaves for training or other reasons and you plan to bring the horse back to Camp Marshall, the proper paperwork and 1st month board is due **BEFORE** you trailer the horse in, otherwise a \$25 penalty will be incurred. If the horse has been off property for more than 6 months, you will be required to pay the refundable \$125 deposit upon return. Please call or come into the office to make the arrangements to sign paperwork, give shot/coggins records and pay board and/or deposit with the Equestrian Director at least one (1) week in advance.

10. Assignment: This agreement cannot be assigned without the express written consent of STABLE.

11. Notice of Termination: Both parties agree that thirty (30) days notice shall be given as to the termination of this agreement. STABLE reserves the right to terminate this boarding agreement if any terms in this contract, including but not limited to item #13 "General Barn Rules," are not abided by OWNER. If at any time, the Facility feels like a Boarder is a threat to others the termination may be immediate. Anyone caught stealing will be also terminated immediately. Upon notice of termination, it is the expectation that the OWNER will have stripped their stall(s)/paddock(s)/ spaces of all manure and debris necessary, providing a written 30 day notice prior to departure, remove all personal belongings from tack rooms/loft storage when vacating the premises.

12. Right to Lien: The OWNER is put on notice that STABLE has a right to lien, as set forth in the law of the State of Massachusetts for the amount due for the board and keep of such horse and also for such storage and shall have the right, without process of law, to retain the said horse until the amount of such indebtedness is discharged. THIS AGREEMENT IS SUBJECT to the law of the State of Massachusetts.

13. CORI/SORI

All Borders must comply with a CORI/SORI review. Our main business is with the youth and public and we must do our due diligence to be as safe as possible.

14. General Barn Rules – Please Read Thoroughly

1. Please keep your designated barn area clean and free of debris.
2. If you turn on a light, please turn it off when you are done using that area.
3. **Do not ride without a helmet, they are required on all Camp Marshall property/trials.** Camp Marshall will not be held responsible for any injury, accident and/or death occurring because you failed to use the proper safety equipment.
4. Owners contracted under this SEMI-ROUGH agreement are responsible for all items needed such as hay, grain, shavings etc. that are essential to your horse. You must set up your paddock/stall for your horse for turn out/in. Camp Marshall will either turn your horse out (am package) or turn your horse in (pm package). The only exception is that in the winter months, Camp Marshall will provide your horse water when we do chores to prevent the water from freezing overnight/day for your horse.
5. If a guest will be riding your horse, please ensure they sign a waiver before mounting. Waivers are located in the mud room off the indoor.
6. Please drive slowly through the barns and be careful of children, people, dogs and horses.
7. Please do not touch other people's horses without permission, unless in the case of an emergency. If an emergency situation occurs, you must also contact the Equestrian Director.
8. Please clean your paddock weekly. Please clean up after your horse in the indoor and in the aisle ways/cross tie areas.
9. Speed Limit: Please use caution while driving in the barn. The Camp Marshall Speed Limit is **5MPH** throughout all barn, paddock and barn related areas (Ex: rings, paddocks, by indoor etc.)
10. When events are taking place on the grounds, if you have a K9 friend with you it must be on a leash and attached to you or something. No dogs should be left unattended. During Summer Camp, all dog friends must be leashed at all times and tied to something or attached to you, if not, your dog may be asked to leave the property.
11. There is no turn out allowed in the show rings under any circumstances.
12. Most communication is done through our Camp Marshall Boarders Facebook page. However if you have a concern or comment please contact the Equestrian Director listed below directly. Facebook is for communication, complaints or concerns should not be posted on social media at any time.
13. There are no alcoholic beverages of any kind allowed on Camp Marshall property without the appropriate permission from Management.
14. At no time are any types of fires allowed on Camp Marshall property without the appropriate permission from Management.
15. During the winter, please bear in mind that we only have 1 indoor to share, lessons have first right to the ring during their scheduled times. The lesson scheduled will be provided to all Boarders and will be kept as updated as possible,

you will be notified of any rescheduling or cancelations. However, you may be allowed to ride during lesson times, it is required that you ask permission from the instructor prior to entering the ring with your horse and the instructor does reserve the right to ask you to leave if you and your horse become a safety concern to, or interfere with said lesson. At no time is lunging during lesson times allowed.

16. Boarders are not permitted to use any of the Camp Marshall Equipment (Ex: drags, trucks/other vehicles or tractors. etc) without appropriate permission from the Equestrian Director prior to use.
17. Each Boarder is given a stall, a paddock, a spot in the tack room and any shared grain rooms. All belongings must be stored in the appropriate places (Hay in hay loft, tack in tack room etc.) at all times. If at any point extra space than what is included is used, a fee of \$50 per month per space/stall used will be applied to monthly board fees.
18. At not time should Boarders alter any tack rooms, paddocks or stalls without permission and approval from the Equestrian Director
19. Camp Marshall requires a select few vaccines in order for your horse to live on property year round. A copy of all up to date vaccines are required prior to your horse's arrival and must be submitted to the Equestrian Director yearly prior to the expiration date of the vaccines. Without proof of current vaccines your horse will not be allowed to remain on property.
20. All boarders are required to submit a CORI/SORI form, and must pass, in order to be on Camp Property due to the children programs on site. This is required by our ACA accreditations at all times. These forms must be completed in person with the Equestrian Director upon arrival.

I _____ hereby agree to the above
(Please Print Name)

mentioned barn rules and by signing I agree and acknowledge that I have read them carefully and thoroughly.

Signature: _____ Date: _____

OWNER NAME _____

ADDRESS _____

PHONE _____ **EMAIL:** _____

VETERINARIAN (INCLUDING PHONE#)

FARRIER (INCLUDING PHONE)

EMERGENCY CONTACT : _____

OWNER SIGNATURE _____

Date of signature: _____

STABLE: Worcester County 4-H Center - Camp Marshall 92 McCormick Road Spencer, MA 01562

CAMP MARSHALL SIGNATURE _____ **Date of signature:** _____

Contact information for Camp Marshall:

Any and All Barn Issues: Equestrian Director - campmarshallequestriancenter@gmail.com

Payments/Invoices: Barbara McManaman - Office Manager Campmarshall4h@yahoo.COM

EQUINE HOLD HARMLESS RELEASE FORM

Warning: Under Massachusetts Law, an equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant of Chapter 128, Section 2D of the General Laws.

The Undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury, death, and physical harm to rider, horse and spectator. In consideration, therefore, for the privilege of riding, working around horses, riding lessons, boarding, training, any horse related activities or visiting at **WORCESTER COUNTY 4-H CENTER** located at **92 McCORMICK ROAD, SPENCER, MA.**

The Undersigned does hereby agree to hold harmless and indemnify **CAMP MARSHALL**, owners of **CAMP MARSHALL**, Board Members, Directors, and Instructors, and further release them from any liability or responsibility for accident, damage, injury, death, or illness to the Undersigned or to any horse owned or leased by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises. This is to include any coaching at any trial event, trail ride, horse show or summer horse camp. Any trucking done by **CAMP MARSHALL** owner of horse will hold ALL insurance (injury, illness or death) on horse being transported by **WORCESTER COUNTY 4-H CENTER, CAMP MARSHALL.**

Signature (Rider)

Date

Print Name, Address, and Phone #

Email Address:

Signature of Parent or Guardian (IF UNDER 18 YEARS OF AGE)

Signature of Worcester County 4-H Center

**PROTECTIVE EQUESTRIAN HEADGEAR AGREEMENT
AND RELEASE FORM**

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or guide and outfitter services provided by CAMP MARSHALL.

PARTICIPANT

NAME: _____

Age: _____ DOB: _____ Weight _____ Height: _____

Horse Riding Experience: (Check one that applies):

Beginner (under 10 hours Over 10 Hours Over 50 Hours

Does the participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO

If you circled "YES", how can we help this participant with his/her special needs?

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance shall pay for ALL such incurred expenses

Medical Insurance Company _____

My policy number is _____

I do NOT carry medical insurance. _____

WRITE INITIALS BELOW AFTER READING EACH SECTION.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians

thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and the venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

INHERENT RISKS/ASSUMPTION OF RISKS: *I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY* and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter, and/or confrontation with another equine, animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground, it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I/WE ACKNOWLEDGE THAT

The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and/or wild and/or rugged and/or uncultivated area or region, as of forest and/or hills and/or mountains and/or plains and/or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I/WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and part or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon THOSE STABLE'S premises. PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I/WE ACKNOWLEDGE THAT: When approaching, mounting, and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

SADDLE GIRTH LOOSENING WARNING I/WE ACKNOWLEDGE THAT: Saddle girth s (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse. PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

PROTECTIVE HEADGEAR/HELMET WARNING AND OFFERING: I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I/WE ACKNOWLEDGE THAT: THIS STABLE has offered me, and my child and/or legal ward if applicable, protective headgear/helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE ACKNOWLEDGE THAT: Protective headgear/helmet provided by THIS STABLE may not be of perfect fit for the participant's head, and that once provided I/WE will be responsible for securing the headgear/helmet on the participant's head at all times. I am not relying on THIS STABLE and/or its associates to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

PROTECTIVE HEADGEAR/HELMET POLICY THIS STABLE'S PROTECTIVE

HEADGEAR/HELMET POLICY: I understand and agree that THIS STABLE requires that all riders must wear ASTM Standard F 1163 Protective Headgear/Helmets.

PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

LIABILITY RELEASE I AGREE THAT: In consideration of THIS STABLE allowing my participant in this activity, under the terms set forth herein, I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody, or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

EQUINE ACTIVITIES LIABILITY ACT (EALA) WARNING OR LANGUAGE: (This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, VA, VT, WV, and WI.) I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY CT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

PLEASE INITIAL: _____ THAT YOU HAVE REVIEWED

**Each Participant and Parents or Legal Guardians must sign
below after reading and completing this entire document**

