

SHORT TERM BOARDING AGREEMENT

This Agreement is made this _____ day of _____, 20_____, by and between Stave Mill Farm, LLC (hereinafter "STAVE MILL FARM") and _____ (hereinafter "Participant").

In consideration of the mutual obligations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CLINIC/LESSON PARTICIPATION.** Participant intends to enter upon the premises of Stave Mill Farm for the purpose of receiving instruction from the trainer, _____ ("the Trainer"), on _____ (dates) _____ . Any fees for said instruction shall be due and payable in full to the Trainer.

Training Disclaimer: STAVE MILL FARM makes no representations or warranties as to the potential of Participant's horse (hereinafter "the Horse") to achieve success in any discipline. To the extent the Trainer named above evaluates the Horse, Participant shall not under any circumstances rely on these opinions or evaluation in determining the Horse's worth, potential, suitability as a competition prospect, or any other matter whatsoever. Participant hereby recognizes and acknowledges that the Horse's success or failure may be the result of conditions outside of the control of the Trainer and STAVE MILL FARM, such as physical limitations and conditions, injuries and illnesses, the Horse's disposition, and the like. In the event that Participant is not satisfied with the training provided, Participant's sole remedy shall be to withdraw from further instruction.

2. STAVE MILL FARM shall permit Participant to stable at STAVE MILL FARM's facilities in Esmont, Virginia, the horse or pony known as _____, (herein "the Horse"), and shall permit Participant to have access to STAVE MILL FARM's exercise areas, tack rooms, and wash stalls in any manner which is consistent with STAVE MILL FARM's rules and regulations (as may be posted or announced at any time during the term of this Agreement). The stabling facilities to be provided for the Horse shall consist of either:
____ Initial here if opting for Stall Board/Dry Stall at (Rate/Day: _____)
____ Initial here if opting for Stall Board/Full Care at (Rate/Day: _____)

3. ____ Initial here (for horses being boarded overnight): **VETERINARY POWER OF ATTORNEY:** STAVE MILL FARM agrees to make reasonable efforts to contact Participant in the event veterinary services for the Horse may be required. If STAVE MILL FARM cannot reach Participant, then Participant agrees that STAVE MILL FARM shall have the absolute discretion to order any veterinary or other care, (not including euthanasia) that is rendered necessary, in the opinion of STAVE MILL FARM, by an emergency. Notwithstanding the foregoing, STAVE MILL FARM shall not be liable to Participant for any failure to obtain such care. Participant shall be solely responsible for providing the Horse's insurer with any notice of illness or injury that may be required by any policy of insurance covering the Horse. Preauthorized spending limit for emergency and/or critical care: \$ _____. Emergency contact #: _____.

4. **TERM.** This Agreement shall be for a term of _____ days, with the horse arriving on _____. Participant agrees to remove the Horse from STAVE MILL FARM's premises promptly, and in all events prior to midnight on _____. In the event the Horse is not removed promptly, this Agreement shall renew on a day-to-day basis and STAVE MILL FARM may collect board from Participant at a daily rate computed in accordance with the provisions of paragraph 2 above or the local market, together with interest, costs of collection (including attorneys' fees). In addition, STAVE MILL FARM may assert any lien provided by law in the event accrued fees have not been paid in full.

5. Participant warrants that the Horse is in good health and has a negative "Coggins" test dated within 12 months of the first day of the clinic, and has been vaccinated for all communicable diseases consistent with standard industry practice. Participant agrees to indemnify and hold harmless STAVE MILL FARM for any damages and/or costs of defending any claims, including attorneys' fees, arising from misrepresentation of the Horse's good health or the existence of a valid Coggins.

6. **RISK OF LOSS; INDEMNITY:** Participant acknowledges and agrees that STAVE MILL FARM has no responsibility to acquire or provide insurance for liability, mortality, loss or use, medical or surgical care, or any other insurance coverage for the Horse, for Participant, for Participant's property, or for any other person, and that Participant must obtain such insurance at Participant's own expense if it is desired. Participant assumes any and all risk of loss or injury to the Horse and to any property brought to STAVE MILL FARM's facilities and agrees to release and hold harmless STAVE MILL FARM therefrom. Participant agrees to indemnify and hold STAVE MILL FARM harmless from any and all claims, suits, or judgments arising out of any subrogation interest of any insurer of Participant or of the Horse, and Participant further agrees to defend STAVE MILL FARM against any and all such subrogation claims and to indemnify STAVE MILL FARM for any costs of defending such claims, including attorney's fees.

7. **IN CONSIDERATION OF BEING PERMITTED TO USE SAID FACILITIES, AND/OR RECEIVING TRAINING, INSTRUCTION, OR OTHER ASSISTANCE FROM THE EMPLOYEES OR AGENTS OF STAVE MILL FARM, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT'S RIGHTS TO SUE STAVE MILL FARM, LLC, ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR**

DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY (INCLUDING, WITHOUT LIMITATION, THE HORSE), AND PARTICIPANT AGREES TO ASSUME ALL RISKS AND DANGERS INHERENT IN BOARDING, RIDING, OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT IN ACCORDANCE WITH THE TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE VIRGINIA EQUINE ACTIVITY LIABILITY ACT. PARTICIPANT FURTHER EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS STAVE MILL FARM, LLC, ITS MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FROM ANY LOSS, CLAIM, SUIT OR JUDGMENT RESULTING FROM ANY INJURY OR CLAIM OF INJURY SUSTAINED BY ANY OTHER PERSON INVITED TO STAVE MILL FARM'S FACILITIES BY PARTICIPANT OR USING THE HORSE OR ANY OF PARTICIPANT'S OTHER PROPERTY WITH PARTICIPANT'S KNOWLEDGE AND/OR CONSENT.

8. IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES: (i) TO GUARANTEE THE PAYMENT AND PERFORMANCE OF ALL OF PARTICIPANT'S OBLIGATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF ALL SUMS OWED FOR CLINIC PARTICIPATION, BOARD OR OTHER SERVICES, INTERESTS, COSTS, AND ATTORNEYS' FEES; (ii) TO WAIVE THE PARENT'S, GUARDIAN'S, AND MINOR'S RIGHTS TO SUE THE PARTIES NAMED IN PARAGRAPH 7, ABOVE; (iii) TO ASSUME THE RISKS SET FORTH IN PARAGRAPH 7, IN ADDITION TO ALL OTHER RISKS OR RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; (iv) TO INDEMNIFY AND HOLD HARMLESS STAVE MILL FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS IN ACCORDANCE WITH THE TERMS OF PARAGRAPH 7; AND (v) TO INDEMNIFY AND HOLD HARMLESS STAVE MILL FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS, OR DAMAGE SUSTAINED OR CLAIMED BY THE PARTICIPANT OR THE PARTICIPANT'S PERSONAL REPRESENTATIVE(S), AND FURTHER TO INDEMNIFY STAVE MILL FARM, LLC, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEY'S FEES.

9. In the event that Participant is not the owner of the Horse, Participant agrees to indemnify and hold STAVE MILL FARM harmless from any and all claims, suits, or judgments brought by the owner of the Horse against STAVE MILL FARM, and Participant further agrees to defend STAVE MILL FARM against any and all such claims and/or to indemnify STAVE MILL FARM for any costs of defending such claims, including attorney's fees.

10. JURISDICTION; ATTORNEYS FEES. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Albemarle County, Virginia. In the event of any litigation between the parties to this Agreement, it is expressly agreed that the Participant shall be liable to STAVE MILL FARM for the latter's reasonable attorneys' fees.

11. SEVERABILITY AND HEADINGS. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.

Witness our hands and seals on the date and year first set out above.

STAVE MILL FARM, LLC

PARTICIPANT:

By: _____

Signature

Signature of Participant's Parent/Guardian*

*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO PARTICIPANT UNDER EIGHTEEN YEARS OF AGE