

**Watership Downs LLC**  
20111 Boetger Rd.  
Manchester, MI 48158  
(734-649-7176)



### **Boarding Contract and Liability Release**

This boarding contract and liability release is made between Watership Downs LLC (hereafter, “WD” and/or “stable”) and \_\_\_\_\_ (hereafter, “owner”).

#### **Terms**

- A. *Boarding fees:* As consideration for the boarding and care of equine(s) at Watership Downs LLC, owner agrees to pay WD a monthly fee of \$\_\_\_\_\_, which includes
- Use of stall, bedding, cleaning, watering, feeding grain 2x daily and hay 3x daily, pasture turnout.
  - Pasture board only with grain fed 2x daily and hay fed 3x daily.
  - Other services: \_\_\_\_\_

(Note: all fees are subject to change by WD upon thirty days written notice.)

- B. *Payment:* Monthly board fees are due by the seventh day of each month that equine(s) are at WD. Owner understands and agrees that equine(s) boarded under this agreement will not be released from WD until all fees and charges are fully paid. The above board fee does not include veterinary, farrier, or other services. The costs and charges for these services must be paid exclusively by the owner, and the owner agrees to pay for them.

C. *Waiver and release of liability:* In consideration of WD undertaking the boarding and keeping of the owner’s equine(s) now and in the future under the terms of this agreement, owner agrees to hold harmless and release Watership Downs LLC, Kelsey Overbey Boos, Brian A. Boos, and their respective employees, heirs, representatives, relatives, affiliated persons and any others acting on their behalf from liability for any and all bodily injuries or damages that owner may sustain caused in whole or part by the ordinary negligence or legal liability of WD, its owners, employees, managers, or assistants (except if the injury or damage is caused by WD’s gross negligence or wanton and willful misconduct). This waiver and release of liability shall apply at all times, now and in the future, when owner is on or near WD’s premises, regardless of whether or not the owner is riding or near equines. The term “damages” means medical expenses or losses incurred because of bodily injury or property damages, and/or personal property damages.

-Owner also agrees to hold harmless WD and all persons affiliated with it from liability for any and all injuries damages or losses that owner’s equine(s) may sustain arising out of boarding at WD that may accrue from any cause whatsoever, including fire, theft, running away, accidents, illness, or injuries during the term of this agreement and while equine(s) is/are in WD’s care, custody, or control (except if caused by WD’s gross negligence or wanton and willful misconduct).

-*Indemnification:* Owner shall be solely responsible for all acts of behavior of owner’s equine(s) at all times during this Agreement. This includes under no circumstances holding WD or any persons related to WD liable for the acts and behavior of the equine(s) and owner assumes responsibility for owner’s equine(s)’s actions to a third party (not part of this agreement) while equine is stabled under this agreement.

#### **Miscellaneous**

1. *Rules:* Owner agrees to abide by barn rules and to make sure that their guests also comply with these rules.

2. *Emergencies:* Should WD determine that owner's equine(s) have become injured or ill, WD will notify owner as soon as possible. If owner is unavailable or does not immediately inform stable regarding measures to be taken or if the equine(s)'s health requires emergency action, the right to contact a veterinarian or to furnish other advisable attention is within WD's discretion, and under these circumstances WD shall act as the owner's agent to procure veterinary or other attention with the owner being entirely responsible for payment of fees.
3. *Routine Equine Care:* Owner authorizes WD to make arrangements to de-worm and inoculate owner's equine(s) according to the schedule and to reimburse stable for the cost.
4. *Stable's Release of Liability:* Owner as well as all persons entering WD's premises are required to sign the stable's Release of Liability, and parents of legally appointed guardians are required to sign on behalf of minors under the age of 18.
5. *Equipment:* It is also mutually understood and agreed that WD will not be liable for any loss of, damage to, or theft of owner's equipment or personal belongings kept on the premises of WD.
6. Owner represents that all information provided in this Agreement is true and accurate.

### **Termination of Agreement**

1. *By Stable:* WD reserves the right to refuse to continue boarding a horse for any reason. WD shall give owner 30 days' notice to remove equine from stable. In extreme situations, such as the equine's health, dangerous or destructive behavior by equine(s) and or owner and or owner's guests, WD reserves the right to give owner 3 days' notice.
2. *By Owner:* Upon 30 days' notice to stable, owner may terminate this Agreement for any reason. Owner agrees to pay all fees incurred up to the date the equine is removed from WD's custody.

**The signatures below demonstrate that the owner has read and understands this Boarding Contract and Liability Release and agrees to the terms fully.**

Under the Michigan Equine Activity Liability Act [1994 P.A. 351] an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from the inherent risk of the equine activity.

WD acknowledges the receipt of equine(s) from owner on \_\_\_\_\_ (date) for boarding under this agreement. Owner has inspected WD's premises and is satisfied with the condition of same.

**Owner:**  
By: \_\_\_\_\_

**Stable: Watership Downs LLC**  
By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

**Other Owner (if equine(s) has two owners, or parent/legal guardian if Owner is under 18).**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**Stable: Watership Downs LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Signature: \_\_\_\_\_