



MALIBU VALLEY STABLES

EQUESTRIAN CENTER BOARDING AGREEMENT (Pipe Corral)

THIS EQUESTRIAN CENTER BOARDING AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Malibu Valley Stables, Inc., 2200 Stokes Canyon Road, Calabasas, California 91302 ("MVSI") and \_\_\_\_\_ ("Owner").

MVSI and Owner hereby agree as follows:

1. Fees and Location. In consideration of the payment of the "Boarding Fee" (as described on Exhibit "A" to this Agreement) to be paid by Owner to MVSI, MVSI agrees to board the horse described in Section 2 of this Agreement (the "Horse") at the facilities operated by MVSI and generally located along Stokes Canyon Road in Calabasas, California. MVSI reserves the right to change the Boarding Fee upon thirty (30) days written notice to Owner. The boarding shall commence on \_\_\_\_\_ (insert first day of boarding). The Boarding Fee shall be paid in advance on the first (1st) day of each calendar month during the term of this Agreement.

In addition to the security deposit specified in Section 3 of this Agreement, prior to delivery of the Horse to MVSI, Owner shall pay MVSI the following amount:

(a) If the commencement date of the boarding is the first (1st) day of a calendar month, a sum equal to the first (1st) full calendar month's Boarding Fee.

(b) If the commencement date of the boarding is other than the first (1st) day of a calendar month but prior to the fifteenth (15th) day of a calendar month, a sum equal to a pro rata amount of the Boarding Fee for the first partial calendar month.

(c) If the commencement date of the boarding is other than the first (1st) day of a calendar month but after the fifteenth (15th) day of a calendar month, the sum of (i) a pro rata amount of the Boarding Fee for the first partial calendar month; and (ii) the first (1st) full calendar month's Boarding Fee.

2. Description of Horse.

Form with fields for Name, Sex, Age, Color, Height, Markings, and Breed/USEF Recording #.

Insured Value: \_\_\_\_\_

[If not insured indicate "not insured" and amount of current insurable value]

[Attach Photos of Horse to Upper Right Corner of This Agreement if Available]

3. Security Deposit. Prior to the delivery of the Horse to MVSI, Owner shall deposit the sum equivalent to one month of the current Boarding Fee (the "Security Deposit") with MVSI as security for Owner's faithful performance of Owner's obligations under this Agreement. If Boarding Fee increases during the term of this Agreement, Owner agrees to increase Security Deposit by the same proportion as the increase in the Boarding Fee. In the event of a default by Owner in the performance of any of Owner's obligations under this Agreement, MVSI shall be entitled, but shall not be obligated, to draw upon the Security Deposit to cure such default. In the event that MVSI elects to draw upon the Security Deposit to cure a default of Owner, Owner shall, within ten (10) days after written demand therefor, promptly replenish any portion of the Security Deposit so drawn upon by MVSI. Upon termination of this Agreement, such portion of the Security Deposit as may not have previously been drawn upon by MVSI to secure a default shall be refunded to Owner not later than thirty (30) days after the effective date of termination.

MVSI Initials

Owner Initials

4. **Late Charges.** The parties hereto acknowledge that it would be impractical or extremely difficult to fix the amount of extra expenses involved in handling a delinquent payment if such payment is not made when due. Owner therefore agrees to pay MVSI, as a late payment fee for handling delinquent payments, the sum of Fifteen Dollars (\$15.00) if any payment of fees is not received on or before the fifth (5th) day of a calendar month. Such late payment fee shall increase to Thirty Dollars (\$30.00) if any payment of fees is not received on or before the tenth (10th) day of a calendar month. By the 11<sup>th</sup> of each month, if payment is not received, the credit card on file will be charged for the amount due and any additional credit card fees. Owner agrees that the foregoing late payment fees are a reasonable estimate of the extra expense and labor MVSI will incur if there is a late payment. The foregoing is not intended nor should it be construed to in any way limit the rights of MVSI under this Agreement, or otherwise, to compel prompt performance hereunder or to exercise any other right or remedy to which MVSI is lawfully entitled.

5. **Feed and Facilities.** MVSI agrees to provide adequate feed, water, and facilities for normal and reasonable care required to maintain the health and well being of the Horse. MVSI shall feed the type of hay to the Horse which coordinates with the Boarding Fee option chosen by the Owner from Exhibit "A". No vitamin supplementation will be given to the Horse by MVSI. Owner retains the right to personally provide vitamin supplementation to Owner's Horse.

6. **Emergency Care.** MVSI shall have all reasonable authority and discretion with respect to the keeping, maintenance, care, management and supervision of the Horse. MVSI shall have the right to have the Horse examined, and provide treatment of any condition (including, without limitation, surgical procedures), by a qualified veterinarian selected by MVSI, when, in the opinion of MVSI personnel such examination and treatment is necessary or desirable, subject to the instructions provided by Owner on the Emergency Care Instruction Sheet, attached hereto as Exhibit "B". MVSI will attempt to contact Owner at the telephone number shown below regarding proposed extraordinary veterinarian decisions or actions, but MVSI's failure for any reason to contact Owner shall in no way abrogate the authority and discretion hereinabove granted. However, the parties acknowledge that MVSI has no duty to secure such emergency care and shall have no liability to Owner or to any other party for failure to secure such care. The cost of any such examination and treatment shall be paid by Owner within ten (10) days after Owner receives and invoice from MVSI reflecting the amount of such costs. The parties further agree that in lieu of paying such costs on Owner's behalf, MVSI is hereby authorized by the Owner to arrange for direct billing to Owner by the providers of such care. In the event the Horse is found to suffer from infection or disease, or have a disposition, which in the opinion of Farm personnel constitutes a risk to the health and safety of other animals on MVSI or to Farm personnel, upon request of MVSI, Owner agrees to promptly remove such Horse, and MVSI reserves the right to return the Horse to the Owner at Owner's sole expense.

A list of the Outside Providers used by MVSI as of the date of this Agreement is attached as Exhibit "C". MVSI reserves the right to change the Outside Providers it uses at any time in its sole and absolute discretion without notice to Owner.

7. **Risk of Loss.** Owner expressly assumes and shall singularly bear the entire risk of loss and damage to the Horse from any and every cause whatsoever. MVSI shall not be liable to Owner for any sickness, disease, theft, injury, or death which may be suffered by the Horse, except to the extent that any such condition may be caused by the active negligence or willful misconduct of MVSI. Owner expressly assumes and shall singularly bear all responsibility and risk to Owner and Owner's family members, relatives, contractors, agents, employees, guests and invitees while participating or engaging in equestrian activities or any other activities on the property of MVSI or any property on which MVSI boards horses or conducts its operations. Owner agrees to indemnify, protect, defend, and hold harmless MVSI, and their respective officers, directors, shareholders, employees, and agents (and each of them) from and against any and all claims, losses, proceedings, damages, causes of action, liability, cost, or expense (including, without limitation, attorneys' and expert witness fees and expenses), which arise out of, result from, or are in any way related to any act, omission, or negligence of Owner or Owner's family members, relatives, contractors, agents, employees, guests or any damage or injury caused by the Horse.

8. **Insurance.** MVSI will carry no insurance on any Horse or other animals subject to this Agreement. Owner is responsible for maintaining any and all insurance on each Horse. Unless the Horse's insurance information is included in the Emergency Instructions attached as Exhibit "B", and the form is returned to MVSI, MVSI will assume that the Horse is uninsured.

9. **Waiver, Release and Indemnity.** Owner agrees that prior to the entry by Owner or any of Owner's family members, relatives, contractors, agents, employees, guests or invitees on the facilities operated by MVSI (including without limitation, any riding or caretaking by any such person of Owner's horse(s) on property which is part of, or adjacent to, such facilities), Owner shall obtain from each such person and deliver to MVSI's farm manager, a signed original of an **"Equestrian Activities Waiver, Release and Indemnity Agreement"** (the MVSI Release), attached hereto as Exhibit "D". Blank copies of the MVSI Release will be provided to Owner upon request to MVSI's farm manager. No family member, relative, contractor, agent, employee, guest or invitee of Owner will be allowed on the MVSI facilities unless a signed original of the MVSI Release covering such person has been delivered to MVSI's farm manager. **THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT. IT IS OWNER'S RESPONSIBILITY TO ENSURE THAT EACH OF OWNER'S FAMILY MEMBERS, RELATIVES, CONTRACTORS, AGENTS, EMPLOYEES, GUESTS OR INVITEES HAS COMPLETED AND SIGNED THE MVSI RELEASE.**

10. **Representation and Warranties of Owner.** Owner hereby represents and warrants to MVSI that: (a) Owner has absolute title to the Horse, subject to no other liens, encumbrances, or claims of third parties, either express or by law; (b) Owner has the authority to enter into this Agreement; and (c) the Horse is healthy and current on vaccinations for West Nile, EWT, Flu/Rhino and has received worming care. Owner further agrees to provide a copy of the Horse's most recent exam and current health history with this Agreement as well as provide at any time upon the request of MVSI.

11. **Default.** Owner shall be deemed in default under this Agreement if (a) Owner shall fail to pay when due any fee, cost, charge, or other amount provided in this Agreement; (b) any representation or warranty of Owner in this Agreement shall prove to have been false or incorrect in any material respect on the date made; or (c) Owner fails to perform any other of Owner's obligations under this Agreement. In the event of default by Owner, MVSI shall have the right to exercise any one or more of the following remedies, in addition to any other remedy which may be provided by applicable law:

(i) To sue for and recover, without termination of this Agreement, all fees, costs, charges, and other payments then due, together with interest thereon at the rate of 1.5% per month (or, if lesser, the maximum rate permitted by applicable law) from the date any such payment was due to MVSI by Owner;

(ii) To terminate this Agreement and to thereafter sue for and recover all fees, costs, charges, and other payments then due, together with interest thereon at the rate of 1.5% per month (or, if lesser, the maximum rate permitted by law) from the date any such payment was due to MVSI by Owner; and

(iii) To exercise any and all rights which MVSI may be entitled to exercise under applicable law, including, without limitation, any rights that MVSI may have as a person entitled to a lien on the Horse pursuant to the provisions of California Civil Code, §3080, et seq.

12. **Possessory Lien.** Owner acknowledges that MVSI has certain possessory lien rights, as set forth in California Civil Code, §3080 et seq to secure performance of all of Owner's obligations under this Agreement and that MVSI shall have the right to retain possession of the Horse until all of Owner's obligations under this Agreement have been performed or discharged or otherwise proceed to sell the Horse in accordance with the applicable provisions of the California Civil Code.

13. **Termination.** Either party may terminate this Agreement for any reason by providing not less than thirty (30) days' prior written notice to the other party. However, termination of this Agreement shall not diminish or terminate any liens that MVSI may have on the Horse (under this Agreement or otherwise) for amounts owing by Owner under this Agreement.

14. **Entry on Premises.** At no time shall Owner cause, or attempt to cause, the entry on property owned or operated by MVSI of Owner's agents, employees, independent contractors, or tradesmen (including, without limitation, veterinarians and blacksmiths) to perform services, whether medical or otherwise, without first obtaining the consent of MVSI.

15. **Rules and Regulations.** Owner shall abide by and observe all policies, rules, and regulations established or adopted by MVSI in connection with MVSI's boarding of horses and other equestrian activities, whether now in effect or later established or adopted. Owner shall also comply with all federal, state, and local laws, ordinances, and regulations.

16. **Vaccination Policy.** Owner verifies that the horse is up to date on all necessary vaccinations and will provide documentation to evidence vaccinations within the last six months prior to arriving to MVSI. Owner further understands that the horse is required to maintain regular vaccinations and to provide MVSI with updated documentation as proof.

17. **Vaccination Verification.**

Last Vaccination Date: \_\_\_\_\_

Vaccination Received: \_\_\_\_\_

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

Documentation Received On: \_\_\_\_\_

18. **Communication Policy** Standard notifications, announcements, changes in policy and any other information relative to your relationship with MVSI will be communicated via email. I understand that by receiving these notifications to the email address below that am in receipt of these communications and the information within.

Official eMail Address for Communications: \_\_\_\_\_

\_\_\_\_\_  
MVSI Initials

\_\_\_\_\_  
Owner Initials

19. **Miscellaneous.**

(a) **Notices.** All notices, demands, and other communications required or permitted by this Agreement shall be in writing and may be delivered in person to either party or may be sent by registered or certified mail, with postage prepaid, return receipt requested, or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service providing overnight delivery, charges prepaid, or may be transmitted by facsimile to the parties to this Agreement at the addresses specified in this Agreement.

Notices sent by registered or certified mail, postage prepaid, with return receipt requested, addressed as provided above, shall be deemed given three (3) days after deposit of same in the United States mail. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. If any notice is sent by facsimile, the same shall be deemed served or delivered within twenty-four (24) hours after the transmission thereof. Any notice or other document sent or delivered in any other manner shall be effective only if and when received.

Notice shall be addressed and sent to the address below:

To MVSI: Malibu Valley Stables, Inc.  
2200 Stokes Canyon Road  
Calabasas, CA 91302  
Attn: Chad Mahaffey  
Telephone: (310) 428-9253

To Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(b) **Applicable Law.** This Agreement and the obligations of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of California, and the venue of any legal proceeding brought with respect to this Agreement shall be the County of Los Angeles, State of California.

(c) **Waiver.** No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of his, her, their, or its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of his, her, their, or its rights hereunder. Each of the parties hereto hereby waives, to the fullest extent permitted by law, the benefit of any statutes of limitations affecting his, her, their, or its liability hereunder or the enforcement thereof.

(d) **Severability.** If any provision of this Agreement or the application thereof to any party hereto or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

(e) **Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute one Agreement.

(f) **Headings.** Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of the provisions hereof.

(g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto; provided however, that Owner may not assign this Agreement or delegate any of Owner's obligations hereunder without the prior written consent of MVSI which MVSI may withhold in its sole and absolute discretion.

(h) **Legal Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and other costs incurred in that action or proceeding in addition to any other relief to which he, she, they, or it may be entitled. The right to such attorneys' fees, expenses, and costs shall be deemed to have accrued upon

the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, MVSII and Owner have executed this Agreement as of the date first above written.

“Owner”

“MVSII”  
Malibu Valley Stables, Inc.

\_\_\_\_\_  
Signature of Owner

By: \_\_\_\_\_  
MVSII Signature

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
MVSII Title

\_\_\_\_\_  
MVSII Initials

\_\_\_\_\_  
Owner Initials

**EXHIBIT "A"**

**BOARDING FEES**

Owner shall have the right to choose between the options below. Owner shall designate Owner's choice by initialing below to the option chosen. Owner maintains the right to change Owner's choice at any time by providing a new Exhibit "A" to MVSII at any time. The Boarding Fee charged will be pro-rated if changed during any month.

MVSII has the right to change the Boarding Fee upon thirty (30) days written notice to Owner.

All Options Include the following:

1. Pipe corral shall be cleaned by MVSII personnel in the morning
2. Pipe corral shall be picked by MVSII personnel in the afternoon
3. MVSII personnel shall feed the Horse two times (2x) per day

**PLEASE CHOOSE ONE OPTION BELOW:**

\_\_\_\_\_ **OPTION "A" - \$600.00**  
1. Horse shall be kept in a **24x24** partially covered pipe corral

\_\_\_\_\_ **OPTION "B" - \$600.00**  
1. Horse shall be kept in a **16x32** partially covered pipe corral

\_\_\_\_\_ **OPTION "C" - \$550.00**  
1. Horse shall be kept in a **20x20** partially covered pipe corral

\_\_\_\_\_ **OPTION "D" - \$525.00**  
1. Horse shall be kept in a **16x16** partially covered pipe corral

\_\_\_\_\_ **OPTION "E" - \$550.00**  
1. Horse shall be kept in **Pasture**  
2. 8x16 Shelter with wind-block  
3. Alfalfa Only  
4. MVS Facility Access

\_\_\_\_\_ **OPTION "F" - \$750.00**  
1. Horse shall be kept in a semi-boxed **24x24** partially covered pipe corral with shade screen

\_\_\_\_\_ **OPTION "G" - \$700.00**  
1. Horse shall be kept in a **24x24** partially covered pipe corral with shade screen

**GRASS/ORCHARD HAY OPTION:**

All Horses are fed **ALFALFA HAY**. If Owner prefers MVSII feed the Horse either Orchard or Timothy hay, there is an extra charge per month. Please initial below **ONLY** if Owner chooses to have MVSII feed either Orchard or Timothy hay instead of Alfalfa

\_\_\_\_\_ **YES**, please feed **ORCHARD HAY** to the Horse. I understand there is a charge of **\$125.00 per month** for this hay and agree to such charge.

\_\_\_\_\_ **YES**, please feed **TIMOTHY HAY** to the Horse. I understand there is a charge of **\$150.00 per month** for this hay and agree to such charge.

**EXTRA FEEDING EACH DAY PER MONTH:**

INITIAL NEXT TO OPTION CHOSEN:

\_\_\_\_\_ **YES**, please have MVSII personnel provide an extra feeding of **ALFALFA** each day to the Horse, for a total of three (3) feedings per day. I understand there is a **\$50.00 per month** charge for the extra feeding and agree to this additional monthly charge.

\_\_\_\_\_ **YES**, please have MVSII personnel provide an extra feeding of **ORCHARD** each day to the Horse, for a total of three (3) feedings per day. I understand there is a **\$50.00 per month** charge for the extra feeding and agree to this additional monthly charge.

\_\_\_\_\_ **YES**, please have MVSII personnel provide an extra feeding of **TIMOTHY** each day to the Horse, for a total of three (3) feedings per day. I understand there is a **\$75.00 per month** charge for the extra feeding and agree to this additional monthly charge.

\_\_\_\_\_ MVSII Initials

\_\_\_\_\_ Owner Initials

**EXHIBIT "B"**

**EMERGENCY INSTRUCTIONS**

We will make every attempt to contact you should your horse experience a severe case of colic or serious injury or illness while boarded at Malibu Valley Stables (MVSİ). However, in the event that such an emergency arises which is not able to be handled by our veterinarians at the ranch and we are unable to reach you, it is important that we know in advance your instructions as to the desired treatment of your horse.

Accordingly, please assist us in this regard by completing the simple form below. Check either option 1 or 2; if you check option 2, you must also indicate a monetary limit for treatment.

\_\_\_\_\_ 1. I request that the MVSİ veterinarian do whatever is necessary, regardless of the amount of cost involved, to attempt to save my horse, including shipping the horse to an equine medical clinic for evaluation and/or surgery.

\_\_\_\_\_ 2. I request that the cost of treatment be limited to \$\_\_\_\_\_. If in the opinion of the MVSİ veterinarian such treatment will exceed the above limit, I authorize MVSİ to have the horse euthanized.

If your horse is insured, you may want to review the policy or discuss the matter with your insurance agent to determine your responsibilities in emergency medical care circumstances.

Again, be assured that we will do our best to contact you if your horse has a medical emergency. If we cannot reach you, we will strive to keep the cost of treatment within the limitation, if any, indicated above. However, MVSİ cannot guarantee that any such limitation will not be exceeded. This form is for informational purposes only and is overridden by the Boarding Agreement or other written agreement which sets forth the rights and obligations of all parties in connection with the boarding and care of your horse.

Insurance Information:

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Horse Name

\_\_\_\_\_  
Telephone Number

**EXHIBIT "C"**

**OUTSIDE SERVICE PROVIDERS**

Below is a list of the outside providers that are used by MVSII at this time of this Agreement. Please review this list. Unless we hear otherwise, MVSII will assume that all outside providers are approved by the Owner. Additionally, please call to set up an account with each of the outside providers so services can be billed directly to you. If accounts are not set up and MVSII pays for services for the horse, a twenty percent (20%) service fee will be added to the cost of the services for MVSII and passed along to the Owner.

Horseshoer (Farrier)  
Ed Poplet  
Phone: (805) 907 - 2636

Conejo Valley Veterinary Hospital  
60 Cunningham Rd., Unit B  
Thousand Oaks, CA 91362  
Phone: (805) 496-0505 / 800-413-3352  
Fax: (805) 379-0613

Alamo Pintado Equine Medical Clinic  
2501 Santa Barbara Avenue  
Los Olivos, CA 93441  
Phone: (805) 688-6510  
Fax: (805) 688-0269

West Coast Equine Hospital  
4310 Sand Canyon Rd.  
Somis, CA 93066  
Phone: (805) 386-7151  
Fax: (805) 386-7152



EXHIBIT "D"

**EQUESTRIAN ACTIVITIES WAIVER, RELEASE AND  
INDEMNITY AGREEMENT WITH BARN RULES AND  
REGULATIONS ATTACHED**

[see attached]



MALIBU VALLEY STABLES

EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT

NAME OF GUEST [PRINT NAME] PHONE ADDRESS ZIP CODE AGE SEX HEIGHT WEIGHT E-MAIL ADDRESS DATE

PARENT OR GUARDIAN (IF GUEST IS UNDER 18) PRIMARY PHONE SECONDARY PHONE ADDRESS ZIP CODE

GUEST'S FAMILY PHYSICIAN PHONE ADDRESS ZIP CODE

1. The undersigned understands and acknowledges that this is a legal agreement that will either eliminate or severely restrict his/her legal rights and the rights of his/her minor child, heirs, and relatives in case he/she is injured, dies, or is otherwise damaged as a result of participation in equestrian activities at the Malibu Valley Stables, Inc. equestrian facilities.

2. The undersigned acknowledges that show jumping, horseback riding, participation in riding lessons and clinics, being near horses, and being at equestrian facilities and on trails is inherently dangerous and involves risk of serious and permanent physical and emotional injury and, in extreme cases, possible death. The undersigned understands that he/she can get thrown, stepped on, kicked, or otherwise injured by his/her own horse or any other horse. The undersigned understands and agrees that he/she rides and participates in show jumping, horse riding lessons and clinics, trail rides and related activities at his/her own risk.

3. The undersigned, on behalf of all and each of the heirs, executors, administrators, successors, and assigns of the undersigned hereby assumes all responsibility and risk and releases and forever discharges Malibu Valley Stables, Inc., a California corporation, Malibu Canyon L.P., a California limited partnership, Spectrum Development, Inc., a California corporation, Diamond West Realty, Inc., a California corporation, and their respective officers, agents, directors, employees, representatives, attorneys, contractors, and trainers, MVSI, and all persons acting by, through, under, or in concert with any of them (collectively, the "Facility") and holds the Facility free and harmless and indemnifies it from any and all, injuries (including death), claims, actions, suits, procedures, costs, expenses, damages, liabilities and causes of action of every kind, known or unknown, of any nature whatsoever (including attorneys' fees and costs) arising out of or connected with (a) the undersigned's participation in show jumping, horseback riding, riding lessons, riding clinics, and related equestrian activities, and any other use of, or attendance at, the Malibu Valley Stables, Inc. premises by the undersigned or by any guests of the undersigned; or (b) any acts of horses or any other animal owned by the undersigned.

4. The undersigned further agrees that he/she will not sue or make a claim against the Facility for injury, damage, death, or other losses sustained as a result of his/her participation in equestrian activities, use of the Malibu Valley Stables, Inc. premises, or injury to the undersigned's horse(s).

5. The undersigned understands that by signing this Waiver, Release and Indemnity Agreement, he/she is giving up significant rights that he/she and his/her family and heirs may have. Knowing this, the undersigned still prefers to use the Malibu Valley Stables, Inc. facilities and therefore voluntarily gives up his/her rights as described in this Agreement.

6. This Agreement is a complete embodiment of our understandings and agreements. It may not be modified or rescinded except by a writing executed by an authorized agent of Malibu Valley Stables, Inc.

7. The undersigned represents that he/she has carefully read each and every one of the provisions of this Agreement and fully understands each provision and agrees to be bound by the terms of each provision.

8. I have read and understand the "Rules & Regulations" posted at Malibu Valley Stables, Inc., and agree to abide by them.

PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT UNTIL YOU HAVE READ AND UNDERSTOOD EACH AND EVERY PARAGRAPH.

Date Signature of Guest Signature of Parent or Guardian (If Guest is under 18)



## BARN RULES AND REGULATIONS

All persons who board, train, ride horses or otherwise use the facilities (“**Guest**”) at Malibu Valley Stables, Inc. Equestrian Center (“**MVSI Facilities**”) are, in addition to the terms and conditions of their Boarding Agreement, subject to the following rules and regulations. Defined terms shall be the same as set forth in each *Owner’s Boarding Agreement*, unless specified herein.

1. No person may enter or use the MVSI Facilities without first reading, understanding and agreeing to these Barn Rules and Regulations and has also signed the required Malibu Valley Stables, Inc. Equestrian Activities Waiver, Release and Indemnity Agreement. **NO EXCEPTIONS.**
2. No one may bring a horse onto the MVSI Facilities without first signing a release of liability. **NO EXCEPTIONS.**
3. All persons shall conduct themselves in a safe and courteous manner, and pay strict attention to instructions by the trainer, management and owners.
4. Guests are responsible for the actions of their friends, family members, relatives, helpers or any other persons who may be caring for their Horse in their absence. It is the duty of the Owner to inform their associates of these Rules and Regulations. Any guest who intends to ride any horse boarded at MVSI must sign the MVSI Equestrian Activities Waiver, Release, and Indemnity Agreement (Exhibit D).
5. NO CHILD UNDER THE AGE OF 14 MAY EVER BE LEFT UNATTENDED BY PARENT OR GUARDIAN WHILE ON THE PROPERTY. This is not a “babysitting” or child care facility, and a parent or legal guardian, or their legally qualified adult representative, must remain on the property the entire time a child is on the property. Nannies hired by persons to care for their children are NOT the legal guardians and a letter from the parent(s) or legal guardians appointing this person as their “qualified adult representative” must be on file with MVSI before the Nanny will be considered the legally qualified adult representative for any child.
6. Clients must make sure children understand that a farm is not a playground and especially that they must not attempt to play with a horse or pony, dogs that are not theirs, or any livestock.
7. No running or yelling in the barn or courtyard, especially when horses are present. MVSI cannot be responsible for any injury, accident and/or death associated with scaring or spooking a horse due to inappropriate behavior or misbehavior.
8. Do not open or enter any stall or pipe corral that does not contain your own horse or fenced area containing horses, ponies or other livestock without an escort from MVSI.
9. Do not touch, handle, feed, ride or drive any horse, pony, or other livestock on the farm without express permission, presence, and instruction from the owner or staff of such animal.
10. Do not give treats to any horse other than your own. Some horses may have stomach problems associated with some treats.
11. Running, shouting or boisterous behavior is not permitted any time.
12. Dogs may be brought to the MVSI Facilities provided they are not dangerous or a nuisance and must be on leash at all times. MVSI personnel have the right to refuse entry for any dog at their sole and absolute discretion.
13. There is **NO SMOKING** in or around the MVSI Facilities.
14. Lessons/training may only be given by approved trainers. No outside instructors may teach at the MVSI Facilities unless prior written consent and insurance documentation is given by MVSI. Written approval for any outside instruction is required or may be cause for early termination with no refund.
15. All riding or driving is done at the Guest’s own risk. For their own safety, riders and drivers will truthfully tell MVSI personnel and/or their instructor of their actual experience in horseback riding.
16. Horseback riding requires muscle coordination, balance, mental alertness, and the ability to follow directions promptly and accurately. In the interest of safety, MVSI reserves the right to forbid Guests who are mentally or physically unfit, or under the influence of drugs or alcohol to ride or handle the horses.

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MVSI Initials

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17. Gear your riding in consideration of weak riders, green horses, condition of your horse, and ground conditions. Maintain proper distance between horses (a minimum of 10' in all directions is recommended). Those jumping have the right of way and must call their fences. Pass left shoulders when moving in opposite directions. When moving in same direction, let your intention to pass be clearly heard. Do not block the flow of traffic or stand horses in gates or doorways.
18. Hard hats/helmets approved by ASTM, the US Pony Club or US Equestrian Association must be worn at all times by riders under the age of 18 when mounted. Hard hats/helmets must be worn by **anyone** that is jumping or taking lessons. Full head harness must be firmly fastened.
19. Riding boots and breeches, or chaps and paddock shoes are preferred; no tennis shoes are allowed while riding. Riding boots and paddock shoes must have a smooth sole.
20. Do not ride without safety equipment. MVSI will not be held responsible for any injury, accident and/or death occurring because you failed to use the proper safety equipment.
21. Please do not ride near or around the private residences located on the west end of the MVSI Facilities.
22. No pregnant women are allowed to ride. If they do, they do so against MVSI's rules and assume all liability.
23. Riding double is not allowed.
24. In the interest of safety, MVSI reserves the right to ask any Guest to remove any unruly or unsafe horse from the MVSI Facilities.
25. All persons with animals (horses or otherwise) on or within the MVSI Facilities will maintain control of their animals at all times. Should an animal escape from its handler, that person is singularly and fully responsible for any and all damage to that animal, other animals, persons, or property of MVSI.
26. A halter and lead shank with proper identification must be kept in the appropriate tack room. Blankets must be kept in a tack room only; do not hang blankets over railings. No nails or boxes are allowed on stall or pipe corrals. No loose containers or barrels may be kept around stalls, however, an approved MVSI storage container will be allowed for each horse, if desired, at boarders expense.
27. Each boarder will be assigned to a tack room and will be issued a key. All tack room residents are responsible for properly locking and securing their storage space. No additional keys may be copied or issued by anyone other than MVSI and its personel. No structural changes may be made to tack rooms. Keys must be returned upon termination of this agreement.
28. All persons are required to properly and completely groom, tack up and cool out horses.
29. Horses are to be tacked up in their stalls, pipe corrals or designated cross ties.
30. Horses are not to be left unattended or untied in grooming areas, turnouts or wash stalls or left unattended while tied in stalls or pipe corrals.
31. When a horse is standing in cross ties, lead ropes must be unsnapped from their halters and hung up.
32. Horses are never to be out of their stalls or pipe corrals without proper restraints. They must be wearing a halter and lead shank/rope, or bridle except during turn-out and riding.
33. Horses should not be chased while loose in the turnouts. If they need to be worked before riding, please do so in the round pen or arenas on a lunge line.
34. Lunging must be done so that it does not disturb other horses and/or riders.
35. For Guests with a Boarding Agreement that provides for turnouts, there is a 20-minute maximum turnout time limit.
36. All horses must be cross tied in cross-tie areas. Do not tie horses in aisle way, to stall doors or pipe corrals, buildings or to fences.
37. Stall doors must be completely open and latches pushed back before leading a horse in or out of his stall. Walk into the stall with your horse.
38. It is the responsibility of the Guests and their grooms to clean up after themselves and their horses. Disposal of hair, clippings, hoof pickings and general refuse should be placed in trash containers. Please do not leave unsightly messes in the aisles.
39. You are responsible for farriers of your own choice. You are responsible for your own farrier bills, which must be paid directly to the farrier. If your Horse needs to be held while being shod, please be there yourself or

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make arrangements with the farrier. It is your responsibility to ensure that your farrier cleans up after himself, and if not, it is your responsibility to do so.

40. Hoses must be wound up after you are finished using them. Shod horses puncture hoses when they step on them.
41. Wash racks must be kept orderly and clean. Please sweep up all debris and put into muck buckets. This prevents clogged drains.
42. Equipment such as tractors, wheel barrels or mules are to be driven by MVSI personnel or by special permission only.
43. Turn off lights when you leave the room or if you are the last person to leave the barn.
44. Do not drive cars in any aisles. This is a fire hazard. All vehicles must be parked in designated areas. Please take care not to block any driveway or gate.
45. Please observe the speed limit on the property for vehicles, which is a maximum of 15 MPH.
46. No bicycles or motorized vehicles in the barn.
47. These rules and regulations may be changed at any time without notice. Guests are required to follow all rules now or hereinafter enacted at all times.
48. MVSI holds several community events annually at the MVSI Facilities. At times, Guests may be temporarily inconvenienced. MVSI will endeavor to give reasonable advance notice of such events to Guests.
49. The decision of the MVSI farm manager or other personnel is final in regard to the use of all MVSI Facilities and related equipment.
50. Violation of any of the above rules may result in the immediate suspension or expulsion from the MVSI Facilities.

**I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM.**

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Parent if Minor: \_\_\_\_\_

Printed Name of Parent if Minor: \_\_\_\_\_

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