

## Pegasus Farm LLC - Horse Boarding Agreement

This Horse Boarding Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and among Pegasus Farm LLC, Mark and Anne Kaufman and \_\_\_\_\_.

Mark and Anne Kaufman and Pegasus Farm LLC shall be referenced herein as "Pegasus Farm LLC." Pegasus Farm LLC consists of the property located at 383 Private Main Lane in Ohio County West Virginia; and its eponymous horse stabling and boarding operation. \_\_\_\_\_ shall be referenced herein as "Boarder."

1. Boarding Fees. In consideration of per horse per month paid by Boarder in advance on the 1st of each month, Pegasus Farm LLC agrees to board the herein described horse commencing on \_\_\_\_\_, 20\_\_\_\_. Boarder acknowledges and is aware there may be periodic adjustment to board prices. Boarder will be given 30 days notice prior to any change in boarding rates. If Board payments are late (received after the 5th of the month), a penalty of \$25 may be assessed by Pegasus Farm LLC. Any and all unpaid charges due under this agreement shall bear interest at an annual rate of 15%.
2. Description of Horse  
Name: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_  
Color: \_\_\_\_\_ Markings: \_\_\_\_\_  
Height: \_\_\_\_\_ Breed: \_\_\_\_\_
3. Feeding. Pegasus Farm LLC shall board, keep, feed, and water the horse up to three (3) times daily. Pegasus Farm LLC will feed Boarder's horse normal quantities of grain (up to two large coffee cans) and good quality hay (up to 6 flakes) daily. If feed in excess of normal amounts is required by boarder, and additional charge will be billed monthly. Pegasus Farm LLC has the right to modify these feed amounts as necessary depending on horse's consumption and/or excessive wasting of hay by the horse.
4. Stall Maintenance. Pegasus Farm LLC agrees to daily clean Boarder's stall and provide fresh bedding (of Pegasus Farm LLC's choosing) for the same, as Pegasus Farm LLC feels is needed. If the Boarder's horse is excessively destructive to its stall, Pegasus Farm LLC shall collect fair compensation for repairs/maintenance.
5. Grooming and Exercise. Boarder shall be solely responsible for the grooming and exercise of its horse. Boarder may request Pegasus Farm LLC to provide grooming and exercise services for a charge in addition to the monthly board. Turn out will be done by Pegasus Farm LLC, weather and horses personality permitting to ensure safety for all horses.
6. Health of Horse. Boarder warrants that he or she owns said horse and said horse is current with worming, influenza, tetanus, rhino, West Nile and any other necessary vaccinations. Boarder also warrants said horse has a negative coggins and is in good general health.
7. Veterinary Care. Boarder acknowledges he or she is responsible for any or all veterinary care for said horse and any and all veterinary charges for the same. If a boarder wishes to use an alternate veterinarian/farrier/equine dentist, they must make arrangements themselves to contact their care provider of choice, and to be at Pegasus Farm LLC when services are being rendered. Boarder acknowledges that Pegasus Farm LLC reserves the right to obtain veterinary care for their horse if necessary and to have the veterinarian bill the Boarder for services.
8. Farrier Care. Boarder acknowledges he or she is responsible for any and all farrier care for said horse and all farrier charges for the same. Boarder acknowledges Pegasus Farm LLC reserves the right to obtain farrier care for their horse if necessary and to have the farrier bill the boarder for the services.

9. Emergency Care. Should Pegasus Farm LLC discover that emergency medical care is needed for Boarder's horse, Pegasus Farm LLC will immediately contact Boarder at the telephone number Boarder has provided below. Boarder is solely responsible for providing accurate contact numbers.

If the Pegasus Farm LLC is unable to contact the Boarder, the Pegasus Farm LLC is authorized to, but has no duty to secure emergency veterinary care for said horse. Pegasus Farm LLC's judgment regarding measures taken for emergency care of a horse will be conclusively presumed to be correct. All costs for said emergency care will be paid by the Boarder within the time period required by the party providing the emergency service.

A. Emergency contact telephone number: \_\_\_\_\_

10. Risk of Loss. Boarder hereby assumes it shall bear the entire risk of loss and damage to said horse from any and all causes whatsoever. Boarder acknowledges Pegasus Farm LLC shall not be held responsible for any sickness, disease, stray, theft, or injury suffered by the horse arising out of or in any way connected with this Boarding Agreement, unless such damage shall be caused by intentional misconduct on the part of Pegasus Farm LLC.
11. Insurance. Boarder acknowledges and understands the Pegasus Farm LLC does not carry insurance on Boarder's horse for any purpose and that all risk connected with boarding or for any other reason for which horse on the premises of Pegasus Farm LLC are to be born by the Boarder. Boarder acknowledges that Pegasus Farm LLC has advised Boarder that it should obtain and purchase at its own costs equine medical and mortality insurance to cover any potential loss from theft, fire or any other cause.
12. Boarder/Guest Risk of Loss. Boarder agrees to assume and shall bear all responsibility and risk of loss to himself or herself and his or her employees, agents, invitees, guests and family members while on property of the Pegasus Farm LLC, including but not limited to grooming, riding, spectating and participating in equestrian activities. Boarder agrees to hold Pegasus Farm LLC, its employees, agents, contractors, and assigns harmless from any and all liability or damages or injury or death to persons, guests, horses or property arising for any reason whatsoever in using said premises. Boarder agrees to pay any and all legal fees or expenses incurred by Pegasus Farm LLC in the defense of any such claims. A Release, Assumption of Risk and Waiver has also been executed by Boarder and is incorporated here by reference as though fully set forth. Guest that ride boarders horse are also required to sign said waiver.
13. Right of Agisters Lien. Boarder acknowledges and is aware Pegasus Farm LLC has a right of lien on said horse for the amount due on any and all outstanding services provided to the horse in connection with this Boarding Agreement. Boarder acknowledges Pegasus Farm LLC has the right, without process of law, to retain said horse on the premises until the amount of such indebtedness for outstanding services is paid in full.
14. Default. If Boarder fails to pay any fees or charges provided in connection with this agreement, Pegasus Farm LLC has the right to exercise anyone of the following remedies:
  - A. To terminate this agreement.
  - B. To take legal action to recover all fees and outstanding amounts due.
  - C. To retain the horse pursuant to its lien and/or an order authorizing the sale of the horse as provided by law.
  - D. Seek reimbursement for any attorney's fees, expenses, and/or court costs incurred in connection with the default.
15. Assignment. This agreement cannot be assigned by the Boarder without the express written consent of Pegasus Farm LLC.
16. Notice of Termination. Boarder acknowledges and agrees Pegasus Farm LLC reserves the right to terminate this Agreement on the first day of any month or billing period before termination of the same. Pegasus Farm LLC acknowledges same for Boarder, provided that Boarder must remove his or her horse from the premises before terminating any aspect of this agreement.
17. Rules and Regulations. Boarder agrees that he or she and all family members, agents employees, servants or guests, brought to Pegasus Farm LLC shall abide by all rules and regulations of the Pegasus Farm LLC as stated in

this agreement or posted on the premises whether now in effect or as later adopted.

18. West Virginia Equestrian Activities Responsibility Act. Boarder acknowledges that he or she has been provided with a copy of West Virginia's Equestrian Activities Responsibility Act and has read it and agrees to abide by its terms and conditions in their entirety and disclaims and waives any challenges to the provisions of the Equestrian Activities Responsibility Act, of whatever kind. All provisions of the Equestrian Activities Responsibility Act are incorporated herein as if set forth fully.
19. Minors. No minor (person under age 18) is permitted at Pegasus Farm LLC unless such minor's parent or natural guardian has signed this agreement on such minor's behalf. Boarder assumes all risk of injuries to any minors brought to Pegasus Farm LLC under all circumstances.
20. Death of Horse. In the event of the death of the Boarder's horse, Boarder is responsible for making all the arrangements and paying for all of the costs associated with the removal, burial and/or disposal of said animal.
21. Boarder has read, understood and signed the release of liability attached to this document . Such documents are incorporated herein as though set forth here fully.
22. Except as set forth in paragraph 21, this document constitutes the entire agreement between the parties. This Agreement consists of and is limited to:
  - A. Horse Boarding Agreement (3 pages)
  - B. Boarder Contact Information Sheet (1 page)
  - C. Release/Waiver of Liability (2 pages)
  - D. West Virginia Equestrian Activities Responsibility Act (3 pages)

All signatories to this document acknowledge that he or she has read this agreement in its entirety and fully understands the same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Pegasus Farm LLC

\_\_\_\_\_  
Signature of Participant -or- \*Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of \*Legal Guardian (if appl.)

*\*Form must be signed by a legal guardian if the participant is under 18 years of age.*

## Pegasus Farm LLC - Boarder Contact Information Sheet

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Boarder's Name

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Boarder's Address

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Boarder's Home Phone

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Boarders Work Phone

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Emergency Contact Name

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Emergency Contact Phone

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Veterinarian's Name

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Veterinarian's Phone

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Farrier's Name

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Farrier's Phone

## **Pegasus Farm LLC Release Form**

### ***Duties of Participant***

I, \_\_\_\_\_, hereinafter referred to as participant, hereby duly acknowledge and understand the following concerning my participation in the equestrian activities at Pegasus Farm, LLC:

1. I understand that there are inherent risks in my participation in equestrian activities which are essentially impossible to eliminate;
2. I assume the risk of any legal responsibility for any injury, loss or damage to any person or property from my participation in equestrian activities at Pegasus Farm, LLC;
3. I have the sole responsibility for knowing the range of my ability to manage, care for, and control any particular horse or perform any particular equestrian activity, and it is at all times my duty to act within the limits of my ability to maintain reasonable control of any horse with which I come in contact;
4. I agree to abide by all posted warnings and to perform equestrian activities only in the areas designated by Pegasus Farm, LLC;
5. I agree to refrain from acting in any manner which may cause or contribute to the injury of any person or property;
6. If I am involved in any accident or collision while on the premises of Pegasus Farm, I will not leave the premises without providing Pegasus Farm with my name address and telephone number and I shall advise Pegasus Farm immediately if I am in need of medical attention for any such accident or collision. I shall complete an accurate written accident report on forms provided by Pegasus Farm;
7. I agree to abide by all direction, rules and instructions made by the operators of Pegasus Farm. Any failure to follow directions, rules and instruction will result in my inability to participate further in the equestrian activities.

\_\_\_\_\_, 20\_\_\_\_\_  
Date / Year

\_\_\_\_\_  
Signature of Participant -or- \*Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed name of \*Legal Guardian (if appl.)

*\*Form must be signed by a legal guardian if the participant is under 18 years of age.*

### ***Participants Release of Liability, Assumption of Risk and Waiver of Claims***

This Release of Liability, Assumption of Risk, and Waiver of Claims is made and entered into by the participant named above, or his/her legal guardian, in favor of Pegasus Farm, LLC Anne Kaufman and Mark Kaufman.

For and in consideration of the Participant's opportunity to use the property, facilities and services of Pegasus Farm, the Participant, on behalf of himself or herself, his or her heirs, guests, employees, servants and agents, assigns and legal representatives, hereby expressly agrees as follows:

1. Participant agrees to assume any and all risks involved in or arising from participant's use of or presence upon Pegasus Farm property or facilities, including without limitation, but not limited to, the risk of death, bodily injury, paralysis, property damage, and emotional distress from falls, kicks, bites, trampling, collisions with vehicles,

horses or objects, fire, explosion or the unavailability of emergency medical care.

2. I understand that equestrian activities are inherently dangerous and that serious injury or death are risks of participating in equestrian activities and I affirmatively desire to assume those risks among others listed herein, and to release Pegasus Farm, and Anne and Mark Kaufman from any liability for injuries to me as a result of my participation in equestrian activities or my presence on the property of Pegasus Farm. I have been provided with a copy of the West Virginia Equestrian Activities Responsibility Act and I have read and understand the same.
3. I understand that no person under the age of 18 is permitted to mount a horse or to participate in equestrian activities at Pegasus Farm at any time without wearing an ASTM or SEI certified helmet. If I am over 18 I understand that I have been strongly encouraged to wear a certified helmet whenever participating in equestrian activities and I assume all risks of failing to wear a helmet, including without limitation, serious head injury, brain injury, paralysis or death.
4. Except with respect to claims arising from the intentional, willful or wanton misconduct of Pegasus Farm, Participant agrees to RELEASE and DISCHARGE Pegasus Farm and all of its affiliated entities, including but not limited to, Anne and Mark Kaufman, its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents and hold them completely harmless and not liable, and release them from all liability whatsoever and AGREES NOT TO SUE them on the account of or in connection with any claims, causes of action, injuries, damage, costs or expenses arising out of the Participant's use of any horses for recreational purposes, or presence upon Pegasus Farm's property and facilities, including, without limitation, those based on death, bodily injury, property damage, and consequential damages.

\_\_\_\_\_, 20\_\_\_\_\_  
Date / Year

\_\_\_\_\_  
Signature of Participant -or- Legal Guardian

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Printed Name of Legal Guardian (if appl.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_\_)\_\_\_\_\_  
Telephone Number

*\*Form must be signed by a legal guardian if the participant is under 18 years of age*

# West Virginia Equine Activity Statute

## WEST VIRGINIA CODE ANNOTATED CHAPTER 20. NATURAL RESOURCES ARTICLE 4. EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT

### §20-4-1. Legislative purpose.

The Legislature finds that equestrian activities are engaged in by a large number of citizens of West Virginia and that such activities also attract to West Virginia a large number of nonresidents, significantly contributing to the economy of West Virginia. Since it is recognized that there are inherent risks in equestrian activities which should be understood by participants therein and which are essentially impossible for the operators of equestrian businesses to eliminate, it is the purpose of this article to define those areas of responsibility and those affirmative acts for which the operators of equestrian businesses shall be liable for loss, damage or injury suffered by participants, and to further define those risks which the participants expressly assume and for which there can be no recovery.

### §20-4-2. Definitions.

In this article, unless a different meaning plainly is required:

(1) "Equestrian activity" means any sporting event or other activity involving a horse or horses, including, but not limited to:

(A) Shows, fairs, competitions, performances or parades;

(B) Any of the equine disciplines such as dressage, hunter and jumper shows, grand prix jumping, three day events, combined training, rodeos, driving, western games and hunting;

(C) Rides, trips or hunts;

(D) Riding classes, therapeutic riding programs, school and college sponsored classes and programs, or other classes in horsemanship;

(E) The boarding or keeping of horses; and

(F) Providing equipment or tack.

(2) "Horseman" or "operator of a horseman's business" means any individual, sole proprietorship, partnership, association, public or private corporation, the United States or any federal agency, this state or any political subdivision of this state, and any other legal entity which engages, with or without compensation, in organizing, promoting, presenting or providing equestrian activities or in providing facilities for equestrian activities.

(3) "Horse" means each animal of the horse kind, in every class or breed of horses, and, without limitation or exception, all members of the genus **Equus** and family **Equidae**.

(4) "Participant" means any person using the services or facilities of a horseman so as to be directly involved in an equestrian activity.

### §20-4-3. Duties of horsemen.

Every horseman shall:

(1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;

(2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;

(3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises;

(4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;

(5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth in this article.

#### **§20-4-4. Duties of participants.**

It is recognized that equestrian activities are hazardous to participants, regardless of all feasible safety measures which can be taken.

Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman.

A participant involved in an accident shall not depart from the area or facility where the equestrian activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

#### **§20-4-5. Liability of horsemen.**

(a) A horseman shall be liable for injury, loss or damage caused by failure to follow the duties set forth in section three of this article where the violation of duty is causally related to the injury, loss or damage suffered. A horseman shall not be liable for any injury, loss or damage caused by the negligence of any person who is not an agent or employee of such horseman.

(b) A horseman shall be liable for acts or omissions which constitute gross negligence or willful and wanton conduct which is the proximate cause of injury to a participant.

(c) A horseman shall be liable for an intentional injury which he or she inflicts upon a participant.

(d) Every horseman shall carry public liability insurance in limits of no less than one hundred thousand dollars per person, three hundred thousand dollars per occurrence and ten thousand dollars for property damage.

**§20-4-6. Liability of participants.**

Any participant shall be liable for injury, loss or damage resulting from violations of the duties set forth in section four of this article.

**§20-4-7. Applicability of article.**

The provisions of this article do not apply to the horse racing industry that is regulated by the provisions of article twenty-three, chapter nineteen of this code.

<http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=20>