

This agreement, by and between Lucidi Farms, hereinafter referred to as "Lucidi Farms" or "Stable", and the individual or individuals undersigned, hereinafter referred to as "Boarder", "Owner", or "Rider".

BOARDING STABLE AGREEMENT

Fees, Term, and Location. Boarder acknowledges and accepts those terms set forth in the Rate Schedule on the date above as issued by Stable, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with that rate schedule on a timely basis. **Any charges not paid by the fifth of each month will be subject to a finance charge of \$25.00. A deposit equal to monthly board rate shall be paid before move-in date.** In the event the horse is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of return. Stable may notify Boarder within fifteen (15) days of the horse's arrival if the horse, in stable's opinion is deemed to be dangerous or undesirable for Stable's establishment. In such case, Boarder shall be solely responsible for removing the horse within seven (7) days of said notice and for all fees incurred during the horse's presence upon the premises. This Contract shall be deemed terminated and concluded upon the payment of all fees. It is the responsibility of the boarder to make copies of all signed documents for their records.

Deposit requirement. A deposit in the amount of one months' board or less is required before any horse can be brought onto property for boarding.

Description of Horse(s) to be Boarded. Boarder agrees to submit a fully complete Owner/Boarder Information Sheet (as included in this contract) for each horse boarded. The terms and conditions shall apply to each and every horse boarded. Horses that are known cribbers or are later found to be cribbing, will be required to wear a cribbing collar at all times while stabled.

Feed, Facilities, and Services. Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well being of the horses. Boarder acknowledges they have inspected the facilities and finds same in safe and proper order. The standard services (found in the Stable Rate Schedule) to be provided herein and the charges therefore are as posted in the office of Stable and are subject to change.

Risk of Loss and Standard of Care. During the time that the horse(s) is/are in custody of stable, stable shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse(s), except in the event of negligence on the part of stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse(s) Boarder, or Boarder's guest, may receive on Stable's premises.

The Boarder fully understands that Stable is not expected to carry any insurance on any horse(s) not owned by it for boarding or for any other purposes, whether public liability, accidental injury, theft or equine morality insurance, and that all risks connected with boarding or for any other reason for which the horse(s) in the possession of, and on the premises of Stable are to be borne by the Boarder. Stable strongly recommends equine morality insurance be obtained by Boarder and that a certificate of insurance be furnished to Stable; the absence of such certificate shall result in an election of self insurance by the Boarder.

In no event shall Stable be liable to Boarder for equine death or injury in an amount in excess of Five-Thousand Dollars (\$5,000.00) per horse. Boarder agrees to obtain equine insurance for any horse valued in excess of Five-Thousand Dollars (\$5,000.00), at Boarder's expense, or forego any claim for amounts in excess of Five-Thousand Dollars (\$5,000.00). Boarder agrees to disclose this entire agreement to Boarder's insurance company and provide Stable with the company's name, address and policy number. Failure to disclose insurance information shall be at Boarder's risk.

Hold Harmless. Boarder agrees to hold Stable harmless from any and all claims arising from damage or injury caused by Boarder's horse(s) to anyone, and defend Stable from any such claims. Boarder agrees to disclose any and all hazardous or dangerous propensities of the horse(s) boarded with Stable.

Emergency Care. Stable agrees to attempt to contact Boarder should Stable feel that medical treatment is needed for said horse(s), but, if Stable is unable to contact Boarder, Stable is then authorized to secure emergency, veterinary, and farrier care as may be reasonably believed, honestly and fairly, to be at that time required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Boarder.

Stable shall assume that Boarder desires surgical care if recommended by a veterinarian in the event of colic, or other life-threatening illness, unless stable is instructed herein or on Boarder's information sheets, by Boarder that the horse(s) is/are not surgical candidates.

Boarder agrees to notify Stable of any and all changes of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Boarder in the event of an emergency. In the event Boarder departs for vacation or is otherwise unavailable, prior to departure Boarder shall notify Stable as to what party is authorized to make decisions in the Boarder's place with regard to the health, well-being, and/or medical treatment of the horse(s).

Limitation of Actions. Any action or claim brought by Boarder against Stable for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs. It is a material inducement for Stable to accept Boarder's horse(s) that Boarder intends and agrees to this private limitation of actions.

Shoeing and Worming. Boarder agrees to provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Boarder's expense. Boarder agrees to provide Stable with all health records with regard to the horse(s). Boarder agrees to have the horse(s) wormed and vaccinated on a regular schedule and provide proof if requested.

Coggins Test. Boarder warrants that Boarder owns the horse(s) and will provide proof satisfactory to Stable of the negative Coggins test upon request.

Changes or Termination of this Agreement. It is agreed by the parties that this Agreement may be changed or terminated upon thirty (30) days notice, regardless of the rental period. All notices must be issued in writing. Boarders that leave without written and received notice will be assessed the full amount of their deposit. Deposit will be refunded within 15 days after vacated stall and tack shed are inspected. The posting of updated rate schedules in a general or open place in Stable's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Stable.

Rules and Regulations. The Boarder agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Boarder shall call for the horse(s), such person shall have written authority signed by the Boarder to obtain said horse(s). Boarder is responsible for reading and keeping a copy of Rules and Regulations.

Property in Storage on Stable's Premises. Boarder may store certain tack and equipment on the premises of Stable but they must be stored either in personal tack shed or in registered horse trailer. This does not include unregistered horse trailers. No equipment may be stored outside of the trailer in public view. Stable shall not be responsible for the theft, loss, damage, or disappearance of any tack or equipment or other property stored at Stable as same is stored at the Boarder's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics. Hooks, cabinets, and any items permanently attached to tack shed door, walls or shelving must remain so removal does not cause damage.

Inherent Risks and Assumption of Risk. The undersigned Boarder and all guests of Boarder, acknowledges there are inherent risks associated with equine activities, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting,

kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as the surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical treatment; and the potential of a participant or act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Enforceability of Contract. In the event one or more parts of this Contract are found to be unenforceable or illegal, a court of competent jurisdiction may sever such provisions so that the other portions hereof shall be deemed in full force and effect.

RELEASE OF LIABILITY – ADULT OWNER/RIDER or PARENT/MINOR (circle one)

The undersigned acknowledges there are inherent risks associated with equine activities, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as the surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical treatment; and the potential of a participant or act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Initials Name of Boarder/Rider

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefore. Rider agrees to abide by and follow Stable's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Stable.

Initials Name of Boarder/Rider

Rider (or Rider's parent or guardian) agree to hold harmless, indemnify and defend Stable against any and all claims, demands, causes or action, damages, judgments, orders costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Lucidi Farms and the facilities located thereon.

Initials Name of Boarder/Rider

In the event Rider is using Rider's own horse, Rider warrants said horse shall be free from infection, contagious or transmittable diseases. Stable reserves the right to refuse access or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed by Stable dangerous or undesirable.

As a material inducement for Stable to accept Rider and any equine, stable requires that any action brought under this Agreement shall be brought within one (1) year of the incident of accident giving rise to said claim. Rider agrees that damages shall be limited to Two-Hundred Fifty Dollars (\$250.00) for property damage, medical or other actual expenses incurred, and a maximum of Ten-Thousand Dollars (\$10,000.00) for damages such as pain and suffering, or loss of life.

Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD

Stable is hereby authorized to obtain any and all medical treatment Stable deems reasonably necessary for my minor child/children. Parent/Guardian agrees to bear any and all cost connected therewith. Stable shall incur no financial liability for medical treatment obtained pursuant to this authorization.

Name(s) of Child(ren) Date of Birth Tetanus Shot Date

Health Insurance Carrier: _____ Plan or ID Number: _____

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AND RELEASE AGREEMENT
WARNING AND REFUSAL TO WEAR STATEMENT

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Lucidi Farms, and I do understand, that not wearing protective headgear increases the risk of serious injury and/or death. **By signing this form, the rider, and the parent or guardian if a minor, is/are refusing to wear protective headgear.**

Initials Name of Boarder/Rider

RELEASE OF LIABILITY

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge Lucidi Farms, Inc. and their respective officers, directors, employees, agents, representatives, insurers, assigns, and other acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a **result of not wearing** an SEI Certified – ASTM Equestrian Helmet.

Initials Name of Boarder/Rider

Boarder agrees that in the case of any potential legal action arising with Lucidi Farms, mediation will act as a precondition to any arbitration. Furthermore, in the case of any potential legal action arising with Lucidi Farms, arbitration will act as a precondition to any litigation.

Initials Name of Boarder/Rider

AUTHORIZATION TO OBTAIN EMERGENCY VETERINARIAN AND/OR FARRIER TREATMENT

Management is hereby authorized to obtain any and all emergency veterinary and/or farrier treatment Stable deems reasonably necessary for my horse.

Owner agrees to bear any cost connected therewith and shall pay promptly upon billing by the veterinary care provider and/or farrier. All costs of such care secured shall be paid by Owner. Stable shall incur no financial responsibility or liability for veterinarian treatment or farrier services obtained pursuant to this authorization.

Stable shall have a right to act on a reputable presumption that Owner desires surgical care if recommended by a registered veterinarian in the event of colic, or other life-threatening illness or situation, unless Stable is instructed herein that the horse is not a surgical candidate.

PLEASE INITIAL ONE OF THE FOLLOWING:

____ YES, my horse IS a surgical candidate. ____ NO, my horse IS NOT a surgical candidate.

AUTHORIZATION TO RELEASE HORSE FROM FACILITY

Stable is hereby authorized to allow any and all person(s) listed below to remove horse(s) and/or personal property of Owner:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Stable shall incur no financial or legal responsibility once horse(s) has been removed from the Stable facilities or grounds.

I, the Owner, hereby authorize the removal of my horse(s) and/or personal property from the Stable facilities or grounds.

AUTHORIZATION TO WITHDRAW FUNDS

This facility offers collection of all board fees and additional charges by means of automatic electronic debit transaction from your checking account. The automatic debit entries will be done the first of every month. A copy of additional charges other than board will be provided to the boarder upon request. Please complete the Electronic Fund Transfer (EFT) authorization form and return with your signed Contract if you wish to participate.

Entire Agreement. This Contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in written agreement. This Contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT. BOTH SPOUSES MUST SIGN FOR THEMSELVES. I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AGREEMENT. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

Signature of Boarder or Responsible Party Date

Name of Boarder or Responsible Party (Print)

Received by _____ Lucidi Farms, dated _____.