

McKee Operations, LLC
DBA
Lost Miner Ranch and Equestrian Center
BOARDING AGREEMENT

This Board Agreement (this "Agreement") is entered into between _____ ("Owner") and McKee Operations, LLC, a Colorado limited liability company ("Lost Miner") as of the date written below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation the mutual promises and agreements set forth in this Agreement, the parties agree as follows:

1. **MONTHLY PAYMENT.** Commencing with the execution of this agreement, Owner agrees to pay Lost Miner the sum of \$ _____ per animal for a total of \$ _____ per month in consideration for Lost Miner Ranch and Equestrian Center undertaking the board of the horse(s)¹ listed below. Lost Miner may at any time change the fee schedule, including the rate paid by Owner stated above, upon no less than 30 days written notice to Owner.
2. **FAILURE TO PAY.** Monthly boarding payments are due on the 1st of each month. If commencement of boarding of the horse(s) occurs after the 1st of the month then fees will be prorated up to the end of the current month. Payment received after the 5th of the month will be subject to a \$15 late fee. Payment received after the 15th of the month will be subject to an additional \$25 late fee (total \$40). If Owner fails to pay the monthly boarding fee prior to the start of the next month, Owner shall have no more right to board Owner's horse at Lost Miner and shall immediately remove the same. If Owner's monthly boarding fee is 45 days late, Owner shall have no more right to enter or use any Lost Miner facility² and its boarding rights shall be terminated. Pursuant to C.R.S. § 38-20-201, *et seq.*, Lost Miner is a "person to whom livestock are entrusted by the owner for feeding, herding, pasturing, keeping [and] boarding" and Lost Miner "shall have a lien upon [Owner's horse(s)] for any amount that may be due for feeding, herding, pasturing, keeping...boarding such livestock, for medical care provided to such livestock, and for all costs incurred in enforcing such lien, including attorney fees." Owner agrees and consents to Lost Miner is entitled to file a lien with the secretary of state or county clerk of Gunnison County, Colorado to evidence its lien. Lost Miner reserves the right to foreclose its lien pursuant to Colorado statute and sell any horse for which the full fees have not been paid all pursuant to Colorado statute.
3. **DESCRIPTION OF HORSES.** Owner's horses are described as follows:

HORSE(S) INFORMATION (attach additional pages if necessary):

Name of Horse: _____ Sex: _____ Age: _____
Breed: _____ Color/markings: _____
Veterinarian: _____ Phone number (s): _____
Farrier: _____ Phone number(s): _____
Declared value: _____
Current medications and dosage instructions: _____
Insurance and contact information: _____

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Farrier: _____ Phone number(s): _____
Declared value: _____
Current medications and dosage instructions: _____
Insurance and contact information: _____

¹ The term "horse" or "horses" as used in this Agreement applies in its broadest sense to include, without limitation, all equines, horses, mules, asses, and any other animal Owner boards with Lost Miner.

² The term "facility" is used herein to include all pastures, stalls, arenas and all other areas that are used in connection with the Lost Miner boarding and horse operations.

4. **RIGHT OF TERMINATION:** Upon 30 days written notice to Lost Miner and immediate payment of all outstanding boarding fees, Owner may terminate this Agreement for any reason. Lost Miner Ranch shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. Upon 30 days written notice to Owner, Lost Miner may terminate this Agreement for any reason. Lost Miner shall be paid for all fees incurred up to the termination date and prior to the removal of the horse. Lost Miner shall also be permitted to terminate this Agreement upon 5 days written notice if it determines, in its sole discretion, that any of Owner's horses are dangerous to people or other horses at Lost Miner and cannot, in Lost Miner's sole discretion, be safely boarded.
5. **EMERGENCY CARE:** Owner agrees that should any of Owner's horse(s) become sick or injured, Lost Miner shall attempt to notify Owner immediately. If Owner does not immediately inform Lost Miner regarding measures to be taken, or if the state of the animal's health requires immediate action such that no attempt at notification is appropriate, Lost Miner is authorized to request the services of a veterinarian of its choice or to give any other attention that appears necessary, including transport to an emergency care facility. Owner hereby gives consent for such veterinarian to receive, treat, perform surgery on, or otherwise provide care for such horse as such veterinarian may deem appropriate in his/her sole and absolute discretion. Owner agrees to promptly pay all expenses for all services, including without limitation (unless otherwise specified below) for all emergency services arranged for by Lost Miner Ranch.

In the event Owner cannot be reached, the following person(s) authorized to make all decisions regarding the care of Owner's horse(s), up to and including euthanasia:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Owner agrees to notify Lost Miner of any and all change of addresses, emergency telephone numbers, itineraries, or other information reasonably necessary to contact me or Owner's agents in the event of an emergency.

Owner does ___ does not ___ authorize emergency surgery or treatment up to the amount of \$_____ if that is recommended by the veterinarian in the event Owner cannot be reached. In the event that the Owner cannot be contacted, in an emergency situation Owner agrees to permit euthanasia if the veterinarian, in his/her sole and absolute discretion, believes euthanasia to be in the horse's best interest. If Owner fails to otherwise indicate Owner's wishes, the veterinarian will be authorized to provide surgery without restriction as to the dollar amount or expense.

FACILITY USE AND ACTIVITIES: Owner is allowed use of the entire Lost Miner Ranch and Equestrian Center facility: outdoor arena, indoor arena, round pen, and seasonal trails, fields, and dressage arena.. Do not ride on wet ground, especially during irrigation. Indoor arena is available year-round. Outdoor arena and round pen will be kept open as able, though heavy snows or severe rains may result in closure. Owner may use equipment (poles, jumps, barrels, etc) provided by Lost Miner. All equipment must be stored at the end of each riding session. Owner agrees to repair or replace any equipment broken or damaged during Owner's use. Facility hours are daily from 8:00 AM to 8:00 PM. Additional hours may be arranged in advance.

A monthly calendar for both arenas will be posted online and in the information area outside the lobby in the indoor arena. The calendar will be updated weekly. Lessons will be posted on a first come/first serve basis. Arenas may be reserved in advance for private lessons, clinics, workshops, etc and all reservations will be posted.

Lost Miner has the right to limit activities (i.e. no showing, no day use horses, require proof of destination if trailering off property, etc.) if there is a communicable disease in the area.

Owners will be provided a space, if available, to store a limited amount of tack and equipment. Tack may also be stored in trailers and free, convenient trailer parking is available. Lost Miner is not liable or otherwise responsible for any stolen, converted, lost or damaged personal property. Trailers may only be parked in designated locations.

Horses may not be turned out nor left in their stalls/runs with halters on.

No stallions allowed on the premises. Colts must be removed or gelded after six months.

Horses will be turned out individually or in groups at the sole discretion of Lost Miner. Under no circumstance may any Owner change a horse's turnout location without explicit permission of Lost Miner.

6. **INSTRUCTORS:** Instructors may be approved to teach at Lost Miner. All instructors must provide their own insurance with Lost Miner/Gaelan and Bode McKee named additional insured on the policy and a copy of the policy must be delivered to Lost Miner before instructing on the property.
7. **FEED, WATER, SUPPLEMENTS, MEDICATION:** All horses are provided as close to free-choice hay as possible; horses are fed the amount of hay they will clean up before the next feeding. Grass hay is included with board. Horses may also be managed on pasture grass.

Lost Miner will feed Owner supplied grain up to two times daily at no extra charge. Grain is not provided to pasture boarded horses. Owner is responsible to supply grain and keep an adequate, well-labeled supply in stock in the feed room. Horses may be fed Lost Miner provided grain for an additional monthly charge.

Owner-provided supplements will be fed up to two-times daily for no additional charge for all horses except pasture boarded horses. Owner is responsible for providing supplements and maintaining an adequate, well-labeled supply in the feed room. Supplements that may freeze or otherwise are not suitable for storage in cold climates must be stored in vet closet.

Lost Miner will feed oral medications able to be mixed with Owner supplied grain up to two times daily as prescribed by an attending veterinarian at no additional charge for all horses except pasture boarded horses. Medication doses must be measured and placed in separate dated bags by Owner.

Injections or other oral medications must be administered by Owner or attending veterinarian. Lost Miner may, in some cases, administer intramuscular injections and/or oral medications at Lost Miner's sole discretion and with written approval of Owner.

Individual water buckets and group water troughs will be cleaned and filled as needed to maintain a constant supply of clean, fresh water to each horse. Heated buckets and/or tank heaters will be provided by Lost Miner in winter months to prevent water from freezing.

8. **HEALTH:** Each horse shall enter Lost Miner free from transmissible diseases, and must be effectively dewormed and current on immunizations for this area at least seven days prior to arriving. A negative Coggins test dated within six months is required for all horses arriving out of state. All boarded horses shall be dewormed, vaccinated, have regular dental exams, and be shod/trimmed as needed. All horses must follow veterinarian approved deworming and vaccination schedules unless Lost Miner receives veterinary approval on a per horse basis to deviate from the prescribed schedule. Owner (or handler) is required to be present for vet and/or farrier visits if requested by the attending veterinarian or farrier. Owners are responsible for providing updated records to Lost Miner regarding current deworming and vaccinations.

Semi-annual Vet Days will be scheduled with local veterinarian(s). Vet Days will take place in May and October each year. Horses will be vaccinated, dewormed, and may have their teeth checked, if requested, on each Vet Day. Owners must be present on Vet Day if Veterinarian requests, otherwise Owners need not be present. Follow-up dental care may be provided on a subsequent Dental Day. Horses will be dewormed twice annually between semi-annual Vet Days, for a total of four annual dewormings. Owners may deworm and/or vaccinate their horses themselves; proof of deworming and/or vaccinations must be provided to Lost Miner within one week of herd deworming and/or vaccinations. Owners may schedule a fecal count and may be exempt from deworming upon proof of an acceptable fecal count.

Annual required vaccinations include: tetanus, West Nile virus, and Eastern and Western encephalomyelitis. Semi-annual required vaccinations include rhinopneumonitis and influenza. Required vaccinations are subject to change. Additional vaccinations may be recommended by attending veterinarian, including rabies. Owners should discuss with their veterinarian any additional vaccinations that might be appropriate for their horse.

Lost Miner Ranch and Equestrian Center will work with Owner to appropriately manage the health of each individual horse.

Owner represents and warrants that its horse(s) have received full, proper and timely veterinary care and meet all requirements of this Agreement.

9. **WAIVER OF LIABILITY; WAIVER OF CLAIMS.** Owner is solely liable for all personal injury, death, or other damage caused by Owner's horse(s) and the fullest extent permitted by law waives and releases any and all claims against Lost Miner and its owners, officers, agents, and employees arising out of or relating to actions by Owner's horse(s). Lost Miner and its owners, officers, agents and employees are not liable to Owner for any injury or death suffered by any horse, including Owner's horse(s), caused by any other horse or any physical improvement or condition of the facilities, and to the fullest extent permitted by law Owner waives and releases any claims for such against Lost Miner and its owners, officers, agents and employees. Owner agrees to fully inspect all of the facility prior to using the facility such that it is fully aware of all latent defects and conditions and to avoid any dangerous conditions whether latent or obvious. The facilities include various water features, uneven terrain, and likely include animal dwellings that result in dangerous conditions that could injure or kill a horse and/or its rider, and Owner acknowledges and assumes all of these risks when deciding to board at the facility. To the fullest extent permitted by law, Owner waives and releases any claim against Lost Miner and its owners, officers, agents and employees arising out of or relating to any latent defect or condition or other dangerous condition. Lost Miner and its owners, officers, agents and employees are not liable for any illness or disease transmitted to Owner's horse(s), and to the fullest extent permitted by law Owner waives and releases any claims against Lost Miner and its owners, officers, agents and employees for any such illness or disease. To the fullest extent permitted by law, Owner waives and releases any and all claims against Lost Miner or its owners, officers, agents or employees because of any theft or other loss of personal property (not intentionally caused by Lost Miner or its owners, officers, agents or employees).
10. **INDEMNIFICATION.** Owner agrees to indemnify and hold Lost Miner and its officers, owners, agents and employees completely harmless and not liable for any personal injury, death, damage and loss caused to Owner, its guests and any third party and any and all claims, damages, losses (including lost or stolen personal property or equipment), counterclaims, cross claims, debts, attorney's fees and costs (as the same are incurred by Lost Miner) and other demands arising out of or relating to Owner's horse(s) or Owner's use of facility, including without limitation all attorney's fees incurred by Lost Miner as such fees are incurred in any action by Owner or a third party or guest of Owner because of personal injury suffered because of actions taken by Owner's horse (including bucking, biting, kicking, etc.)
11. **ATTORNEY'S FEES.** In the event of any dispute arising out of or relating to this Agreement, including any alleged breach or enforcement or interpretation of this Agreement, Lost Miner shall be entitled to recover its reasonable attorney's fees and costs from Owner, including all expert witness fees, costs of appeal, costs of foreclosure and other expenses.
12. **SEVERABILITY.** Each and every provision, including all portions of provisions, are distinct and severable from all other provisions and portions of provisions. In the event that any provision, or portion of any provision, is not enforceable or is invalid, void or illegal, the remainder of the provisions, and portions of such provision, shall be fully enforced as written in such a manner as to as fully effectuate the original intent of such unenforceable, illegal, void, or invalid provision or portion of provision as is legally permissible.
13. **THIRD PARTY BENEFICIARIES; COMPLETE AGREEMENT.** Except for such separate and additional Liability Release signed by Owner this same date, this is the complete and entire agreement between the parties and there are no other amendments, modifications or other provisions not set forth in this Agreement. In the event that Owner has also signed a Liability Release, such Liability Release will be supplemental, not in place of, the terms, including without limitations the waivers, releases, indemnifications, hold harmless and other provisions, set forth in this Agreement, and Lost Miner (including its officers, agents, employees and owners) shall be afforded the fullest protection under both documents. All waivers, indemnifications, releases, and hold harmless provisions in this Agreement are also enforceable by the officers, owners, agents, and employees of Lost Miner, including without limitation Bode and Glean McKee, all of whom are intended third party beneficiaries of this Agreement for such purpose, but there are otherwise no third party beneficiaries of this Agreement.

WARNING:

Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

OWNER AGREES THAT LOST MINER IS AN EQUINE PROFESSIONAL, THAT THE POSTING OF EQUINE PROFESSIONAL SIGNAGE AT THE FACILITIES IS LEGALLY SUFFICIENT, AND THAT LOST MINER IS FULLY ENTITLED TO ALL PROTECTIONS PROVIDED TO EQUINE PROFESSIONALS UNDER C.R.S. 13-21-119.

OWNER HAS READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE AND BEING OF SOUND MIND AND AN ADULT, ACKNOWLEDGE THE SIGNING HEREOF TO BE OWNER'S FREE ACT AND DEED WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT.

Printed Name: _____ Date of Birth: _____

Signature: _____ Date: _____

Address: _____

Phone number: _____ Alternate Phone Number: _____

Emergency Contact: _____ Phone Number: _____

Preferred method of communication (cell, text, email): _____

Email address: _____

IF APPLICANT IS UNDER EIGHTEEN (18) YEARS OF AGE:

Signature of parent or guardian: _____ Date: _____

Printed name of parent or guardian: _____

***You have been provided two copies of the boarding agreement. Please initial the bottom of each page and complete all pages.
Return the signed copy to Lost Miner Ranch and Equestrian Center and retain one copy for your records.***