

BOARDING AGREEMENT

WITNESS This Boarding Agreement (the "Agreement") this _____ day of _____, 20__, by and between Whistler's Run, LLC, hereinafter referred to as "Whistler's Run," and the individual or individuals undersigned, hereinafter referred to as "Owner."

Owner's Name: _____

Owner's Address: _____

Owner's Email: _____

Owner's Phone: _____

1. Fees, Term, and Location. Owner acknowledges and accepts those terms set forth in the Rate Schedule, incorporated herein, applicable on the date above as issued by Whistler's Run, whether said rates be daily, weekly, or monthly. Payment shall be issued in accordance with the Rate Schedule on a timely basis. Any charges not paid in a timely manner shall be subject to finance charges set forth in the Rate Schedule. In the event the subject animal is removed from the premises for any reason and returned, this Agreement shall be deemed reinstated at rates applicable at the time of said return. Whistler's Run reserves the right to notify Owner if their horse(s), in Whistler's Run's opinion is deemed to be dangerous or undesirable for Whistler's Run's establishment. In such case, Owner shall be solely responsible for (i) removing the horse(s) as soon as reasonably practicable, but within three (3) days of said notice and (ii) for all fees incurred during the horse's presence upon the premises. This Agreement shall be deemed terminated and concluded upon the payment of all fees.

The boarding fee is due and payable upon the first day of each month and subject to any terms identified on the Rate Schedule. In the event said payment is overdue by five (5) days, Whistler's Run shall be entitled to exert a lien against said horse(s), and the property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse(s) and/or equipment for the amount due in accordance with the laws of the State of Wisconsin. A security deposit of \$600, payable with this Agreement, shall be refunded to Owner within forty-five (45) days of the date of completion of this Agreement minus any unpaid boarding fees, finance charges, damages to Whistler's Run's facilities and equipment, veterinary or emergency veterinary charges, farrier charges, and any other expense incurred by Whistler's Run for Owner or Owner's horse's benefit.

This Agreement shall continue on a month-to-month basis until terminated in accordance with the provisions of this Agreement.

2. Description of Horse(s) to be Boarded. Owner agrees to submit a fully complete Owner's Information Sheet for each horse(s) boarded upon execution of this Agreement. The

terms and conditions set forth herein shall be applicable to each and every animal boarded by Owner.

3. Feed, Facilities, and Services. Whistler's Run agrees to provide adequate grain, water, hay, and facilities for normal and reasonable care required to maintain the health and well-being of the animals. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. The standard services to be provided herein and the charges therefor are as posted in the office of Whistler's Run and are subject to change at Whistler's Run's discretion.

4. Risk of Loss and Standard of Care. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF WHISTLER'S RUN, WHISTLER'S RUN SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, 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 WHISTLER'S RUN, ITS AGENTS, AND/OR EMPLOYEES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY OR DISABILITY THE OWNER, OR OWNER'S GUEST, MAY RECEIVE ON WHISTLER'S RUN'S PREMISES.

The Owner fully understands that Whistler's Run does not 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 mortality 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 Whistler's Run are to be borne by the Owner. Whistler's Run strongly recommends equine mortality insurance be obtained applicable to the subject horse(s) by Owner.

5. Hold Harmless. Owner agrees to indemnify and hold harmless Whistler's Run and Whistler's Run's subsidiaries, affiliates, members, managers, managing members, agents, representatives and employees from any and all claims arising from damage or injury caused by Owner or Owner's horse(s) to anyone and from any and all claims arising from any veterinary care or emergency veterinary care consistent with Section 6 below. Owner agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Whistler's Run.

6. Emergency Care. Whistler's Run agrees to attempt to contact Owner should Whistler's Run feel that medical treatment is needed for said horse(s), but, if Whistler's Run is unable to contact Owner, Whistler's Run is then authorized to secure emergency, veterinary, and blacksmith care required for the health and well-being of said horse(s). All costs of such care secured shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Whistler's Run is authorized, as Owner's agent, to arrange direct billing to Owner.

WHISTLER'S RUN SHALL ASSUME THAT OWNER DESIRES SURGICAL CARE IF RECOMMENDED BY A VETERINARIAN IN THE EVENT OF COLIC, OR OTHER LIFE-THREATENING ILLNESS, UNLESS WHISTLER'S RUN IS INSTRUCTED HEREIN OR ON OWNER'S INFORMATION SHEETS, BY OWNER THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

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

7. Veterinary Care. Owner agrees and understands that it is Owner's responsibility to provide Owner's horse(s) with proper veterinary care and veterinary services including, but not limited to, dental care.

8. Shoeing and Worming. Owner shall provide the necessary shoeing and worming of the horse(s) as is reasonably necessary, at Owner's expense. Owner agrees to provide Whistler's Run with all health records with regard to Owner's horse(s). Owner agrees to have the horse(s) wormed and vaccinated on a regular schedule, and in the event same is not accomplished and proof of same presented to Whistler's Run within fifteen (15) days from the date of such required services or veterinary treatment, Whistler's Run is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Whistler's Run of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to the Owner.

9. Ownership-Coggins Test. Owner warrants that they own the horse(s) and will provide proof of such ownership in form and substance satisfactory to Whistler's Run, in Whistler Run's sole and absolute discretion. Further, Owner shall provide to Whistler's Run, upon request, proof of a negative Coggins test for Owner's horse(s) subject to this Agreement.

10. Modifications or Termination of This Agreement. It is agreed by the parties that this Agreement may be modified, by Whistler's Run, or terminated, by either party, upon thirty (30) days written notice, regardless of the rental period. The posting of updated Rate Schedules in a conspicuous or open place in Whistler's Run's office shall constitute notice of any and all rate changes or regulation changes as may be deemed appropriate by Whistler's Run. In the event that this Agreement is terminated pursuant to this Section 10 of the Agreement, Owner shall be solely responsible for removing Owner's horse(s) from the premises no later than thirty (30) days after notice is given. In the event that Owner's horse is not removed from the premises in a timely manner, Whistler's Run reserves the right to use any remedy available to it under law to remove said horse(s).

11. Rules and Regulations. The Owner agrees to abide by all rules and regulations as may be implemented by Whistler's Run from time to time. In the event someone other than the Owner shall call for Owner's horse(s), such person shall have written authority signed by the Owner to obtain said horse(s).

12. Right of Lien. The Owner is put on notice that Whistler's Run has a right of lien as set forth in the laws of the State of Wisconsin, for the amount due for the board and keep of

such horse(s), and also for storage and services, and shall have the right, without process of law, to retain said horse(s) until the amount of said indebtedness is discharged. Under Wis. Stat. 779.48, every person given a lien as described above may, in the case the claim remains unpaid for two months after the debt is incurred, enforce such lien by sale of the property and Whistler's Run shall have the rights and duties of a secured party under Wis. Stat. subch. VI of ch. 409. In the event Whistler's Run exercises Whistler's Run's lien rights as above-described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse(s) upon affidavit by Whistler's Run's representatives setting forth the material facts of the default and foreclosure as well as Whistler's Run's compliance with foreclosure procedures as required by law. In the event collection of this account is commenced by Whistler's Run, Owner agrees to pay all attorney's fees, costs, and other related expenses incurred by Whistler's Run.

13. Property in Storage on Whistler's Run's Premises. Owner may store certain tack and equipment on the premises of Whistler's Run at no additional charge to Owner. However, Whistler's Run shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Whistler's Run as same is stored at the Owner's risk. Whistler's Run shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.

14. Grant of License. Owner acknowledges that Whistler's Run may collect images, photographs, and videos of individuals present on Whistler's Run's premises. Owner hereby grants to Whistler's Run the non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sub-licensable (through multiple tiers), and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, publish and copyright your photograph, video, or any other depiction involving said Owner, Owner's horse(s), Owner's equipment, and/or Owner's guests, for marketing, advertising, and any lawful purpose whatsoever. Owner hereby waives any right it may have to inspect or approve any photograph or video and waives and releases any claims Owner may have against Whistler's Run for any damages, costs, or liabilities Owner incurs from Whistler's Run's use of your depiction, photograph, or likeness.

15. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, 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 surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to 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 (the "Inherent Risks").

Owner expressly releases Whistler's Run from any and all claims for personal injury or

property damage arising out of or related to Inherent Risks, even if caused by negligence (if allowed by the laws of this State) by Whistler's Run or its representatives, agents or employees.

WARNING

Under Wisconsin Law, A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware.

NOTICE: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities, as defined in Section 895.481(1)(e) of the Wisconsin Statutes.

16. Governing Law and Venue. This Agreement is made and entered into in the State of Wisconsin, and shall be enforced and interpreted in accordance with the laws of said State. The parties consent to the exclusive jurisdiction of the courts of the State of Wisconsin, in Brown County, or the federal courts in United States District Court for the Eastern District of Wisconsin located in Green Bay, Wisconsin (and of the appropriate appellate courts therefrom).

17. Entire Agreement. This Agreement evidences the entire agreement between the parties hereto with respect to the matters provided for herein and there are no agreements, representations or warranties with respect to any matters provided for herein other than those set forth herein.

18. Construction of Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing the Agreement to be drafted.

19. Assignment or Transfer. Owner may not assign or transfer this Agreement without the prior written consent of Whistler's Run.

20. Waiver of Breach. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion is not considered a waiver of said term, nor does it deprive such party of the right thereafter to enforce said term or any other term of this Agreement.

21. Enforceability of Agreement. In the event one or more parts of this Agreement are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

OWNER

WHISTLER'S RUN, LLC

(Print Name)

BY _____
_____, its _____
(Print Name)