



**FLYING X RANCH
SHORT-TERM HORSE BOARDING AGREEMENT**

Warning: Under Wyoming 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 Wyoming statute section 1-1-123.

This AGREEMENT, dated the _____ day of _____, 20__ made by and between Guide Rock, Ltd. / Flying X Ranch Corp., hereinafter referred to as “RANCH”, and the individual or individuals undersigned, hereinafter referred to as “PARTNER,” automatically renews on May 1st until terminated by either party. Should PARTNER sponsor a guest with guest horse(s), horse(s) and responsibilities herein are assigned to PARTNER for purposes described in this agreement; guest herein acknowledges risks. These parties warrant that they have the right to enter into this AGREEMENT.

1. FEES, TERMS AND LOCATION

RANCH is not a full-care boarding facility. While the pen areas made available to PARTNER are maintained with a reasonable standard of care, there always exists the chance for various hazards, which include but are not limited to lightning, barbed wire, downed fences, metal T-posts, gates, varmint holes, mountain lions, and other horses. PARTNER is solely responsible for monitoring of PARTNER horse(s) while in short-term boarding pens.

In consideration of the partnership assessment, RANCH agrees to provide short-term boarding pens based on reservations made by PARTNER. Reservations for short-term horse pens can be made through the ranch office or via the ranch website. Specific pens may be requested at the time of reservation, but are subject to availability.

PARTNER agrees to submit a fully completed Short-Term Horse Boarding Agreement for horse(s) boarded. The terms and conditions set forth herein shall be applicable to each and every animal boarded by PARTNER.

2. DESCRIPTION OF HORSE(S) TO BE BOARDED

Name: _____	Name: _____
Age: _____	Age: _____
Color: _____	Color: _____
Brand/Tattoo: _____	Brand/Tattoo: _____
Sex: _____	Sex: _____
Breed: _____	Breed: _____



Name: _____ Name: _____
Age: _____ Age: _____
Color: _____ Color: _____
Brand/Tattoo: _____ Brand/Tattoo: _____
Sex: _____ Sex: _____
Breed: _____ Breed: _____

Insurance Carrier, Policy and phone number (if applicable):

If necessary, provide additional horse information at the end of this form.

3. FEED AND FACILITIES

PARTNER accepts sole responsibility for all care and feeding of PARTNER horse(s) during the entire time PARTNER horse(s) are on RANCH. This includes maintaining adequate water for PARTNER horse(s). PARTNER may provide their own hay.

RANCH agrees to provide the following:

- Hay bales for purchase from RANCH at the listed price.
- Horse pens clean and in good repair upon initial use.
- A water tank for each pen.
- Wheelbarrows and pitchforks.
- Routine first aid treatment with reimbursement by PARTNER for first aid supplies utilized.

RANCH checks horse pen condition at the end of each PARTNER use period. If assigned pen is not clean, or there are other problems upon arrival, contact ranch management.

4. VACCINATIONS AND OWNERSHIP

Horses brought to the ranch must have proof of encephalomyelitis – eastern and western flu, rhino influenza, West Nile and tetanus vaccinations and worming at least two (2) weeks before arrival. Horses brought to ranch under the age of six require proof of strangles vaccination at least three (3) weeks before arrival. Also, a current health inspection and negative current (within the past 12 months) Coggins test are required.

PARTNER warrants that they own said horse(s) and have provided proof of such ownership in the form of a brand inspection. PARTNER agrees to keep current brand inspections, health certificates, and vaccination records in their possession any time PARTNER horse(s) are on the ranch.



5. RISK OF LOSS

During the time PARTNER horse(s) are on RANCH, RANCH does not assume custody of PARTNER horse(s), nor any personal horse care supplies, tack, equipment, etc. RANCH shall not be liable for any loss/theft of personal horse care supplies, tack, equipment, etc., or for any sickness, disease, theft, death or injury which may be suffered by the horse(s). This includes, but is not limited to, any personal injury or disability the horse(s) may receive while on RANCH premises. PARTNER fully understands and hereby acknowledges that RANCH does not carry insurance on horse(s) not owned by RANCH, including but not limited to, such insurance for boarding or any other purposes, public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s) in possession of RANCH, are to be borne by PARTNER.

6. EMERGENCY CARE

RANCH agrees to attempt to contact PARTNER should RANCH feel that veterinary medical treatment is needed for said horse(s). However, in the event RANCH is unable to so contact PARTNER within a reasonable time, which time shall be judged and determined solely by RANCH, RANCH is then hereby authorized to secure emergency veterinary care and/or blacksmith care by any licensed providers of such care who are selected by RANCH, as RANCH determines is required for the health and well-being of said horse(s). With the next scheduled billing cycle PARTNER shall pay the cost of such care secured, or RANCH is authorized, as PARTNER agent, to arrange direct billing to PARTNER.

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

7. RANCH RULES

PARTNER hereby acknowledges receipt and understanding of the current ranch rules and regulations, particularly short-term boarding rules which are available through the RANCH office or RANCH website.

RANCH may revise rules and regulations at any time and PARTNER agrees any revision shall have the same force and effect as current rules and regulations. Failure, as determined in RANCH's sole discretion, of PARTNER or PARTNER guests to abide by ranch rules and regulations may result in RANCH declaring PARTNER in default hereunder and result in termination of this AGREEMENT.



8. DEFAULT

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to ranch rules; or if RANCH believes it is unable to continue boarding PARTNER horse(s) due to inability to meet PARTNER expectations of horse care as described within this document; or if RANCH deems PARTNER horse(s) unsafe to other horses and/or people.

9. ASSIGNMENT

This AGREEMENT may not be assigned by PARTNER without the express written consent of RANCH.

10. NOTICE OF TERMINATION

PARTNER agrees that notification shall be given to RANCH as to the termination of this AGREEMENT. RANCH reserves the right to decline or terminate short-term boarding agreements as deemed necessary.

11. RIGHT OF PARTNERSHIP SUSPENSION

PARTNER is put on notice that RANCH may suspend ranch use privileges after three (3) months of non-payment or partial payment due for any charges due hereunder.

12. INHERENT RISKS AND ASSUMPTION OF RISKS

PARTNER 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, etc., 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 environmental hazards and conditions such as lightening, rocks, mud, water, ice, etc.; collisions with other animals, the limited accessibility 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.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death of persons or animal, while engaging in equine activities and in accordance with the terms of this AGREEMENT you hereby assume all risks of injury or death.



13. ENFORCEABILITY OF AGREEMENT

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

This agreement is subject to the laws of the State of Wyoming.

This is a legal document. Legal or other professional advice should be obtained if you do not understand its contents. Do not sign this document unless you fully understand its terms and are in agreement with its provisions.

I have carefully read this agreement and fully understand the contents. I am aware that I am releasing and waiving certain rights that I otherwise may have, and voluntarily enter into this contract on behalf of myself and/or my family and of my own free will.

Executed at the Flying X Ranch on the date first set forth above.

PARTNER Name (Signature): _____

PARTNER Name (Print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____

Evening Phone: _____

Emergency Phone Numbers: _____

Email Address: _____

FXR authorized Name (Signature): _____

FXR authorized Name (Print): _____

GUEST Name (Signature): _____

GUEST Name (Print): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Day Phone: _____

Evening Phone: _____

Emergency Phone Numbers: _____

Email Address: _____

FXR authorized Name (Signature): _____

FXR authorized Name (Print): _____