

# Welcome to Flyaway Stables LLC: Rules and Regulations

I would like to welcome you to Flyaway Stables LLC (FSL). We are very pleased that you have chosen our facility to continue your pursuit of equestrian excellence. FSL is totally dedicated to quality; in the maintenance of our stable and grounds, the selection of feed and supplements, and the members of our staff and associates in an elegant architectural and landscaped setting.

Many vehicles may use the FSL drives, including clients, vendors, staff and guests. We would like to make sure that all FSL is as safe an environment as possible for all. Please take care while driving through the gates and throughout the property at all times and slow down when passing horses. As FSL includes a residential area, please drive slowly and instruct your guests to do so. We request that all client vehicles, vans, trucks and trailers park in the area designated by the client parking sign. It is adjacent to the main barn only and allows the unobstructed operation of fire lanes. FSL hours are arranged with the overall FSL maintenance program in mind, couple with the needs and requirements of the training and client operation. Our riding hours are from 7 a.m. until 6:30 p.m. We ask that you complete all of your horse care by 8 p.m. so that we can close down the barn. Any riding outside of normal hours will be by written pre-consent only. This can be done on a daily, weekly or monthly exception basis as needed.

Please inform your staff and guests that for safety and insurance reasons we DO NOT permit:

- a) Children or unlicensed adults to operate motorized vehicles, tractors or golf carts
- b) Open flames of any kind including cigarettes

The safety of our guests and employees is of great concern to FSL. We have a first aid kit that is comprehensively stocked with an assortment of bandages and emergency dressings. A first aid kit is located in the tack room in both barns. For all emergencies call 911 immediately. You are located at 11666 Sonoma Rd.

Please note the following rules:

- A) Grooming and tacking is to be performed in the designated areas only.
- B) The riding arenas will be sealed at the end of the day and in the event of weather closings, once this is done riding will not be permitted until the following morning or until weather allows.
- C) It is a fire hazard to place any rubber products inside of the dryers, therefore it is prohibited.
- D) It is very important to cover all of your feed and place all items into steel cans to avoid rodents
- E) Dogs must be on leashes, and it is your responsibility to pick up after your own dog.
- F) The turnout paddocks are for turnout only. Please do not feed in them.

Refuse receptacles are conveniently located throughout the facility helping us to maintain a neat and tidy, pleasant atmosphere. Please be considerate of those around you. Our staff takes great pride in the complete functionality of FSL. If you notice that any aspect of the ranch needs attention, please contact the office. We are constantly striving to improve the efficiency of our daily operations.

You may notice the ongoing construction being done on the property. Please exercise caution in construction areas.

Statements regarding your account will be mailed to you on or about the 25<sup>th</sup> day of each month. The account is due and payable upon receipt of the monthly statement. Boarding fees are billed in advance while other fees are billed as provided. Any questions regarding your FSL statements should be directed to the office during our regular hours.

1. Client and Client's guests shall observe all rules and regulations as posted by the Stable, as posted from time to time.
2. Clients and Client's guests shall observe all signage; such as but not limited to speed limits and restricted parking areas.
3. FSL reserves the right, at all times, to relocate any horse, within FSL or to direct its immediate removal if for any reason it is determined that such a horse poses a risk of communicable disease, that fact shall be immediately communicated in writing to FSL.
4. Client must contract separately with Ayden Uhlir Dressage for any training, riding, instruction, Exhibition or other equine activities that may be conducted at FSL. FSL is not responsible for the action, conduct or obligation of individuals who contract to provide lessons or training to client.
5. Only trainer's approved to do business on FSL property shall be allowed access to any and all facilities.
6. All washing shall occur in designate wash stall areas.
7. All grooming shall occur in designate areas.
8. All tack shall be placed in designate areas.
9. All Clients and Client's guest will maintain behavior appropriate to safe handling and attention to equestrian sports. Any behavior that is considered dangerous or inappropriate will be at the sole discretion of FSL to ask Client or Client's guest to evacuate the premises.
10. All Clients of FSL and its designated trainers will maintain the highest level of treatment of equine, canine and feline partners, pets and friends. There will be no tolerance of any inhumane treatment of animals on FSL properties. Any and all Clients and or Client's guests will receive one warning of unacceptable behavior only. A second violation is considered sufficient cause for immediate expulsion from premises.

We certainly hope that you enjoy the FSL facility and we wish you the very best of luck each and every time you enter the ring.

# Release of Liability and Agreement

In Consideration of, and as material condition to, being allowed the privilege of participating in equestrian activities on the property owned by Flyaway Stables LLC (FSL), including without limitation to the riding, exercising and handling of horses, I \_\_\_\_\_, acknowledge and agree to the following:

1. I am aware that equestrian activities are dangerous and contain inherent risks of bodily injury and property damage to the horse and others. I am voluntarily participating in such hazardous activity and I agree to assume any and all risk of injury or death to the horse, myself or third persons. The Client has been advised and agrees that strict safety procedures must be followed in order to minimize the chance of injury to horse, owner and others on the premises of FSL.

**Initials** \_\_\_\_\_

2. I represent to FSL that I am an experienced horse rider and/or handler. I am voluntarily participating in these activities with knowledge of the danger involved and hereby assume and agree to accept any and all risks of injury or death and property damage resulting from such equestrian activities, including but not limited to the risks of bodily injury, death, property damage, collisions, falls, fires or explosions, kicks, bites, natural disasters, the unavailability of emergency medical care, or the negligence or the deliberate acts of another person or animal. I acknowledge that horseback riding is a dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

**Initials** \_\_\_\_\_

3. I am in good health and know of no medical or other reason why I am not capable of participating in equestrian activities.

**Initials** \_\_\_\_\_

4. As consideration for being permitted by FSL to participate in equestrian activities, I hereby agree that I shall not make claim against, sue, attach the property of or prosecute FSL for injury, damage or death resulting from the negligence, acts of omissions, however caused.

**Initials** \_\_\_\_\_

5. I hereby release, discharge and agree to indemnify, protect, defend and hold harmless Flyaway Stables LLC from any and all claims, liabilities, actions, suits, damages and expenses, including without limitation, attorney's fees, arising directly or indirectly out of or relating in any way to my participation in equestrian activities, even if that claim, liability, action, suit, damage or expense is based on or claimed to be based on the negligent acts or omissions of FSL. I hereby release FSL from any claim that FSL is or may be negligent in connection with my riding experience or ability, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.

**Initials** \_\_\_\_\_

6. Flyaway Stables LLC has not given any guarantee or warranty or made any representation of any kind with respect to the safety or other conditions existing on the property where the horse is boarded, the conduct of equestrian activities, the skill or qualification of any trainers, instructors, or representatives thereof, directing equestrian activities, the condition of horses

involved in equestrian activities, or any other matter, event or occurrence connected with equestrian activities

**Initials** \_\_\_\_\_

7. The RELEASE OF LIABILITY AND AGREEMENT shall insure the benefit of FSL, their heirs, personal representatives, successors and assigns and shall be binding upon me, my representatives and any other persons or party that may have any claim whatsoever arising directly or indirectly out of or relating in any way to such equestrian activities, including without limitation my injury or death therefrom, whether such claim is primary or derivative.

**Initials** \_\_\_\_\_

8. In the event of litigation or arbitration relating to the validity, enforcement and/or interpretation of the RELEASE OF LIABILITY AND AGREEMENT or any of its provisions, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees:

**Initials** \_\_\_\_\_

9. I have carefully read this RELEASE OF LIABILITY AND AGREEMENT and fully understand its contents. I am aware that this is a release of liability and a contract between Flyaway Stables and me. I am aware I am assuming the risk of my conduct and releasing Flyaway Stables from liability notwithstanding the cause and I am signing this RELEASE OF LIABILITY AND AGREEMENT of my own free will. I represent and warrant that I am 18 years of age or older.

**Initials** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact person in case of an emergency: \_\_\_\_\_