



OFFICE: 610-444-6163
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LOUISE SERIO: 610-636-0678

EMAIL:
ride@derbydown.com

Derbydown, Inc., Hillendale, LLC, DDS & Hillendale, LLC,
Derbydown South Hold Harmless
Boarding/Lesson/Clinic Contract
Release, Assumption of Risk and Indemnification Agreement
340 E. Hillendale Road, Kennett Square, PA 19348
13265 and 13355 11th Lane North, Loxahatchee, FL 33470

Owner's/Lessee Name: _____
Billing Address: _____

Phone Number: Home: () - - Work: () - - Ccll: () - -
Social Security #: / /
Birthdate: / /
Owner's USEF #: _____ ASPCA #: _____ USET #: _____ WIHS# _____
Horse's Names Stable: _____ Show: _____
Date of Arrival: / /
Board Rate: \$ _____ per month
Year of Birth: _____
Horse's USEF # _____
Is this horse insured? YES NO
If YES, list insuring company's name, address, phone number, and effective dates of policy: _____

List/Describe equipment left on premises:

List/Describe any preexisting conditions:

Additional comments:

I (we) the undersigned have contracted with Derbydown, Inc./Louise Serio, Hillendale, LLC, DDS & Hillendale, LLC and Derbydown South for boarding and training purposes, instructional riding purposes and/or clinics. In the following when Derbydown, Inc. is written that shall also include Derbydown, Inc. Hillendale, LLC, DDS & Hillendale, LLC and Derbydown South. It is understood and agreed that in no way are Derbydown, Inc., the Management of Derbydown, Inc. or the employees of Derbydown, Inc. responsible or liable for any accident or injury, including negligence, which may result while the undersigned are at Derbydown, Inc., or for my horse, equipment or tack left at Derbydown, Inc.

It is also agreed that upon arrival of my horse, I (we) will pay for one full month's board. After that, I (we) will be billed on the first of each month with payment due by the 16th day of that same month. A 1.5% interest charge per month plus a \$25.00 late fee will be added to any unpaid balance over 30 days. Derbydown requires that a credit card is on file for all clients and any unpaid balance over 45 days will automatically be charged to your credit card. There is a 3% convenience fee for any credit card payments. Prior to removing my horse my bill must be paid in full. Any horse boarded at Derbydown, Inc. on the first of the month shall be responsible for that full month's board regardless if they depart during that month. Derbydown, Inc. shall be entitled to a lien against the boarded horse should boarder fail to make payment in strict adherence to the terms set forth in this agreement. All vendors, including, but not limited to, farrier, veterinarian, chiropractor, dentist, shipper, associated with Derbydown, Inc. that have provided services for my (our) horse shall be paid by me and are not the responsibility of Derbydown, Inc. Prior to removing my horse all vendor bills shall be paid in full by me (us).

In consideration of the use of Derbydown's boarding and riding facilities, I (we) hereby voluntarily and knowingly release and discharge Derbydown, Inc., its owners, management and employees, farriers and veterinarians from all claims, demands, actions, suits or causes (including all claims for personal injury or property damage) which may or do arise from the use of, or exposure to, any or all of the equipment, tools, horses and facilities located at or about the premises at 340 E. Hillendale Road, Kennett Square, Pennsylvania and or 13265/13355 11th Lane North, Loxahatchee, FL, regardless of such claim, injury or damage that may arise. It is agreed that the rider will wear an ASTM approved riding helmet and riding boots at all times while mounted.

PENNSYLVANIA:
340 East Hillendale Road
Kennett Square, PA 19348

FLORIDA:
13265 11th Lane North
Loxahatchee, FL 33470

I (we) agree to hold Derbydown, Inc., its owners, management and employees harmless for injury or loss of my (our) horse while in their possession on the property located at 340 E. Hillendale Road, Kennett Square, PA, or 13265/13355 11th Lane North, Loxahatchee, FL or while off the premises, at a horse show or while in transit. Owner agrees to hold Derbydown, Inc., its owners, management and employees harmless from any claim caused by my (our) horse and agrees to pay legal fees incurred by Derbydown, Inc. in defense of any claim resulting from damage caused by my (our) horse while located at Derbydown, Inc., or while off premises, or while in transit. I (we) also agree, that should an emergency present itself that I (we) give Derbydown, Inc., its owners, management and employees full authority to make a decision concerning our horses well being and health and that I (we) (not Derbydown, Inc.) will be responsible for all medical bills involved should this situation prevail. I give Louise Serio or a Derbydown, Inc. staff member, at the request and direction of Louise Serio, permission to administer medications to my horse orally, injected intra-muscularly or intravenously. I understand that there is always a risk of adverse reactions with any medications administered. My (our) horse is in good health and condition and has received the EHV-1 and EHV-4 vaccinations within the last 120 days. My horse has a current coggins.

I (we) acknowledge that I (we) have requested the use of Derbydown, Inc. tools, equipment and facilities for my (our) own personal use and benefit. I am (we are) aware of and familiar with the risks associated with the use and misuse (by myself or others) of, and exposure to, horses, tools, machinery, equipment and stable/barn conditions. In consideration of the unrestricted use and enjoyment of the horses, tools, equipment and facilities I (we) hereby voluntarily assume all of the risks associated and included but not limited to, using and exposing myself (ourselves) and my (our) horse, tack and equipment to those items and conditions, hereby agreeing to indemnify and hold harmless Derbydown, Inc., its owners, management and employees, their heirs, executors, administrators and assigns, from and against any and all suits, claims, demands, actions or causes, arising out of the use or misuse of, or exposure to, said items.

In the event I (we) permit other individuals to use my (our) horse, tack or equipment, I (we) acknowledge that I am (we are) aware of and familiar with the risks associated with the use and misuse (by such persons or others) of, and exposure to, horses, tools, machinery, equipment and stable/barn conditions. In consideration of the unrestricted use and enjoyment of the tools, equipment and facilities I (we) hereby voluntarily assume all of the risks associated with allowing others to use and be exposed to those items and conditions, hereby agreeing to indemnify and hold harmless Derbydown, Inc., its owners, management and employees, administrators and assigns, from and against any and all suits, claims, demands, actions or causes, arising out of the use or misuse of, or exposure to, said items by such other persons.

The undersigned acknowledges that in consideration of being able to board and ride at Derbydown, Inc., and aware of the risk of horse related activities he/she assumes the risk of injury and agree that he/she will be responsible for and do hereby release Derbydown, Inc., its owners, management and employees from all liabilities including negligence by reason of injury to themselves or their property.

I (we) agree that should my (our) horse cause undue damage or destruction to Derbydown property, (ie: water bowl and/or feed tub destruction, excessive cribbing or kicking in the stall, barn or trailer) beyond the normal wear and tear that is expected, then I (we) shall be billed and responsible for the charges to repair or replace such property.

Derbydown, Inc. has the right of lien as set forth in the law of the Commonwealth of Pennsylvania for the amount due for board and additional agreed upon services and shall have the right, without process of law, to retain my (our) horse until the indebtedness is satisfactorily paid in full.

By signing this document, I (we) indicate that I (we) have complete and full insurance coverage against injury to, or loss of, persons, horses (full mortality and major medical), tack and equipment. I (we) acknowledge that I (we) have read and understood this entire contract and agree with all terms.

In the event of a breach of this agreement, Derbydown, Inc. has the right to recover its attorneys' fees and court costs incurred in asserting the claim of breach. Any legal action must be brought in the Courts of Chester County, Pennsylvania.

This document constitutes the entire agreement between Boarder and Derbydown, Inc. written or verbal agreements exist to supersede it as evidenced by signatures below. Intending to be legally bound, the parties hereto executed this agreement this ____ day of _____, 20____. Facsimile or emailed signatures shall be accepted as an original signature.

WARNING

YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW

Derbydown, Inc. By: _____ Date: __/__/__

Owner/Boarder/Lessee/User: _____ Date: __/__/__
Credit card type & # _____ Exp: _____ Code _____