



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

BOARDING CONTRACT

1. This writing is an integration of all previously made verbal and written expressions between the parties and supersedes all previously made contracts between the parties. The provisions and exhibits enclosed in pages 1 through 15 below are intended to embody the final expression of all legally binding contract terms between Scattered Acres Sport Horses, LLC and _____, hereinafter referred to as “Owner.”
2. Contents:
 - General Release from Liability
 - Conflicts
 - Owner’s Promise to Pay
 - Owner’s Promise to Adhere to Healthy, Courteous, and Safe Rules and Regulations
 - Exhibit 1: Scattered Acres Healthy, Courteous, and Safe Rules and Regulations
 - Exhibit 2: Boarded Horse Information Form
 - Exhibit 3: Scattered Acres Emergency Authority
 - Exhibit 4: Scattered Acres Horse Hauling Authority
 - Exhibit 5: Scattered Acres 2022 Fee Schedule
 - Exhibit 6: Lessons/Training Board Agreement
 - Exhibit 7: Release and Waiver of Liability
 - Acknowledgment of Contract Terms
3. **General Release from Liability (see and sign Exhibit 7: Release and Waiver of Liability for detailed information)**
 - a. In consideration of being permitted to board their horse upon the premises of Scattered Acres Sport Horses, LLC and engage in equine activities; Owner releases, waives, and discharges Autumn Rae, Terese Colling, and Dennis Hottel (individually), and Horsepower Farm, Scattered Acres Sport Horses, LLC, their past, present, and future agents, officers, members, managers, insurers, and employees (hereinafter referred to collectively as the “Releasees”) from all liability to the undersigned (or their personal representatives, assigns, heirs, or next of kin) for any and all loss or damage and any claim or demands made on account of injury to or death of the person or the person’s horse or other property (including but not limited to equipment, tack, and trailers), whether caused by the ordinary negligence of Releasees, incident to or while the undersigned is engaging in any equine activity while on Releasees’ property.
 - b. In consideration of being permitted to board their horse on the premises of Scattered Acres Sport Horses, LLC, Owner releases, waives, and discharges Autumn Rae, Terese Colling, and Dennis Hottel (individually), and Horsepower Farm and Scattered Acres Sport Horses, LLC, their past, present, and future agents, officers, members, managers, insurers, and employees from liability for any illness, accident, fire, theft, loss, or damage of any kind to Owner’s horse while it is boarded at



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Scattered Acres Sport Horses, LLC or to Owner's tangible property while it is located at Scattered Acres Sport Horses, LLC.

4. Conflicts: In the event that Owner, members of Owner's family, guests, or lessee have become involved in an irresolvable conflict with Scattered Acres Sport Horses, LLC or Autumn Rae, her agents, officers, members, insurers, managers, employees, or clients, Scattered Acres Sport Horses, LLC may give notice to Owner that Owner's horse must vacate the property within seven (7) days of receipt of verbal or written notice.
5. Owner's Promise to Pay
 - a. Owner/Owner's lessee understands that Scattered Acres Sport Horses, LLC only accepts boarders who are also enrolled in the lesson and/or training program. This means that the boarder agrees to participate in lessons with a Scattered Acres instructor at least once/week or have their horse trained by a Scattered Acres trainer at least once/week. Different packages are available (outlined in Exhibit 6) and can be adjusted on a monthly basis according to the boarder's needs. Scattered Acres Sport Horses, LLC understands that boarders may be out of town or unable to ride for extended periods of time, and will either provide makeup lessons for these missed rides or work out some other solution agreed upon by both parties. Owner's Initials: _____
 - b. Boarders are entitled to use of the facilities including indoor arena, outdoor arena, outdoor dressage arena, cross-country course, open riding fields and paths, round pen, wash rack, cross ties, tack room, bathroom (including shower), and lounge. To preserve our footing, boarders are not permitted to use the outdoor dressage arena, cross-country course or paths when ground conditions are muddy.
 - c. Boarders understand that, at certain times, HEAL will rent either the indoor or outdoor arena and that their sessions must be private; therefore boarders will not be able to utilize these arenas at those times. However, one arena will always be made available to boarders during HEAL events. Boarders understand that board is kept at a lower rate because of these programs.
 - d. Owner hereby selects field board / stall board / stall board with sunshine paddock / stall board with sunshine paddock and extra windows / stall board with dry-lot turnout (circle one). Owner's Initials: _____
 - e. Owner agrees to pay the current monthly rates as consideration for the boarding services, lessons, and training provided by Scattered Acres Sport Horses, LLC. Owner also agrees to pay for any additional services requested that are not included in boarding rates. Board, lesson, training, and additional service payments are due within the first week of each month. Additional fees for the past month are included with boarding, lesson, training invoice at the beginning of the new month. Owner understands that rates for all services, board, training, and lessons may change at any time with once month's notice. Owner's Initials: _____
 - f. Owner agrees to pay Scattered Acres Sport Horses, LLC a security deposit equal to the monthly board on or before the day of the horse's arrival. Scattered Acres Sport Horses, LLC will refund the security deposit, minus any outstanding payments for



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

- damages the horse or Owner has caused while boarding, within a week of the horse's departure from the facility. Owner may not use the security deposit as payment towards the last month's board or any other non-security payments due; it is a refundable security deposit only.
- g. Owner agrees to pay monthly boarding fees on the 1st day of each month with the understanding that delinquent payments will be charged a \$25.00 late fee by the 15th of each month and will bear a daily charge of \$5.00 per day after the 15th (unless other arrangements have been made with management). Owner's Initials: _____
 - h. If Owner leases his/her horse to a third party and the horse remains or returns to Scattered Acres Sport Horses, LLC during or after the commencement of such lease, the owner must supply the lessee with Scattered Acres Healthy Courteous, and Safe Rules and Regulations (Exhibit 1) and supply Scattered Acres Sport Horses, LLC with a copy of the signed lease. **Owner is responsible for the actions of the lessee, including any costs incurred therefrom.** Owner's Initials: _____
 - i. Owner agrees to pay any and all costs and expenses incurred by Scattered Acres Sport Horses, LLC on Owner's behalf, including but not limited to: costs and expenses incurred by administering emergency medical treatment to Owner's horse; property damage caused by Owner, Owner's family member, Owner's guest, Owner's lessee, Owner's horse, or Owner's equipment beyond normal wear and tear; etc. within 15 days of furnishing written, itemized notice of such costs and expenses to Owner.
Owner's Initials: _____
 - j. Owner understands and agrees that a lien shall arise on Owner's horse in favor of Scattered Acres Sport Horses, LLC for any amount of funds that may be due for feeding, herding, pasturing, keeping or boarding Owner's horse, including amounts due for medical care provided to Owner's horse; as a result of damage beyond normal wear and tear caused by Owner, Owner's family member, Owner's guest, Owner's lessee, Owner's horse, or Owner's equipment; and for all costs incurred by enforcing such lien, including attorney's fees. Owner agrees to pay their account due to Scattered Acres Sport Horses, LLC in full by cash or cashier's check prior to removal of Owner's horse from the property. Owner's Initials: _____
 - k. Scattered Acres Sport Horses, LLC deworms all horses upon arrival and every three (3) months afterwards, or in accordance with the acting veterinarian's recommended deworming schedule based on fecal counts. A fee for wormer and deworming will be charged and added to boarding fees each time the horse is dewormed.
 - l. Owners are responsible for scheduling and paying for regular vaccinations.
 - m. Owner/lessee may store one horse trailer at the facility at no cost. Trailers must be parked in the parking lot as directed by the barn manager.
 - n. Boarders must not ride through manure in the indoor arena and must not let their horses urinate in the indoor arena; Owner's will be fined \$50.00 if their horse urinates in the indoor arena.
 - o. Checks returned for insufficient funds incur a \$35.00 charge (per incident).



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

EXHIBIT 1: Scattered Acres Healthy, Courteous, and Safe Rules and Regulations

1. All persons, including owners, visitors, family, friends, lessees, trainers, etc., must have a current Release and Waiver of Liability Agreement on file with management (see Exhibit 7).
2. Please be courteous to Scattered Acres staff and all other Owner's/boarders.
3. No running, yelling, or erratic behavior around the horses.
4. Children under the age of 12 must be accompanied and supervised by an adult at all times.
5. No one may enter a stall or pasture without permission.
6. Always close all gates and doors you open.
7. No one may handle any horse (other than their own) without permission from a riding instructor or stable manager.
8. Do not hand-feed horses; place treats in a bucket to feed to horses (no sugar or mints please).
9. All riders and their guests **must** wear close-toed shoes when near the horses.
10. All riders **must** wear ASTM approved protective headgear and boots with heels while riding.
11. Ensure to tack up horses properly with equipment that is free from defects; check and maintain your equipment regularly.
12. All tack, equipment, and supplies should be identified with the horse's name; Scattered Acres Sport Horses, LLC, **assumes no responsibility for lost or stolen items.**
13. Smoking is not allowed on the property.
14. No one "under the influence" is allowed near the animals.
15. Illegal substances and/or illegal actions are not allowed on the property.
16. Do not chew gum while riding.
17. Owner will notify management if he/she will be out of town or state and of who is authorized to care for his/her horse, and will provide emergency contact information to management.
18. Always tell someone where you are riding and approximately how long you intend to be out.
19. Scattered Acres Sport Horses, LLC provides deworming (outlined in provision 5.k. above) for a fee of \$16.00 per dosage; Owners are responsible for scheduling and maintaining regular annual vaccinations (per provision 5.l. above).
20. Dogs are allowed at the facility only if they remain on-leash and under the control and supervision of their owner. Aggressive dogs and uncontrolled barking will not be tolerated. **Owners are responsible for cleaning up after their dogs.**
21. If your horse and/or pet defecates in any "common" area, remove it to a manure pile.
22. All manure in indoor and outdoor arenas must be cleaned up after riding.
23. Do not run the water in the barn unless it is into a bucket.
24. No littering; place all trash and recyclables in provided containers.
25. Always sweep/rake the aisle after grooming.
26. Always keep clutter out of walkways.
27. Where possible, avoid using glass containers.
28. If you turn it on, turn it off; if you open it, close it; if you take it out, put it back; if you use it up, replace it.



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

- 29. Always use common sense.
- 30. When in doubt, ask a Scattered Acres Sport Horses, LLC staff member for help.

Owner's Promise to Adhere to Scattered Acres Healthy, Courteous, and Safe Rules and Regulations (hereinafter, the "Rules")

- a. Owner hereby warrants that Owner's horse was not exposed to any contagious or infectious disease prior to its arrival at Scattered Acres Sport Horses, LLC. Owner's Initials: _____
- b. Owner will furnish a current medical health certificate, vaccination record, and a current negative Coggins result (from within the last twelve months) to Scattered Acres Sport Horses, LLC prior to Owner's horse arriving on the property.
- c. Owner agrees to adhere to the Rules. Owner's Initials: _____
- d. Owner acknowledges that Owner has received, read, and understands the Rules outlined in Exhibit 1. Owner's Initials: _____

Scattered Acres Sport Horses, LLC reserves the right to modify the above rules and regulations at their sole discretion and without notice.



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Exhibit 2: Boarded Horse Information Form

Owner's Name: _____

Address: _____

City: _____ State _____ Zip: _____

Telephone: **indicate the order of preference to contact Owner during an emergency (P#)**

(Home) _____ P# _____

(Work) _____ P# _____

(Cell) _____ P# _____ (Other)

_____ P# _____

Horse's Name: _____ Breed: _____

Age: _____ Color: _____ Sex: _____

Veterinarian: _____ Ph: _____

Alternate Vet: _____ Ph: _____

Farrrier: _____ Ph: _____

Emergency Contact: **authorized to make medical decisions in Owner's absence**

_____ Ph: _____

Hospital of Choice: _____

Horse Insured? Y / N (circle one) Insured Amount: _____

\$ _____

Insurance Co. Name: _____ Ph: _____

Horse's Personality and Preferences: (e.g. aggressive in turnout, pulls back when tied, bites, fear of hoses, can't have treats, etc.)

Horse's Allergies:



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

The information stated above is true, accurate, and complete to the best of my current knowledge. Owner's Initials: _____

Owner will ensure the above information remains current and update management with any changes. Owner's Initials: _____



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Exhibit 3: Scattered Acres Emergency Authority

1. Owner hereby requests and authorizes Scattered Acres Sport Horses, LLC to use the contact information and preferences provided in Exhibit 2 for emergency treatment of Owner's horse. Owner's Initials: _____

2. If an emergency occurs involving Owner's horse, Scattered Acres Sport Horses, LLC will, in **all cases**, immediately attempt to reach Owner at the P# 1 number provided in Exhibit 2.

3. If an emergency occurs involving Owner's horse, and Scattered Acres Sport Horses, LLC determines the situation **IS NOT** life threatening, Scattered Acres Sport Horses, LLC will attempt to contact Owner a minimum of **four (4) times - two (2) times each** at the P# 1 and P# 2 phone numbers provided in Exhibit 2. If the Owner cannot be reached after **four (4) call attempts and the situation remains non-life-threatening**, Scattered Acres Sport Horses, LLC will make **one (1) attempt** to call the emergency contact listed in Exhibit 2 above. If Owner and their emergency contact cannot be reached, **Scattered Acres Sport Horses, LLC is requested and authorized to call your preferred or alternately preferred veterinarian and make appropriate medical decisions advised by the providing veterinarian at Owner's financial expense up to the following dollar amount: \$_____.** Owner's Initials: _____

4. If an emergency occurs involving Owner's horse, and Scattered Acres Sport Horses, LLC determines the situation **IS** life threatening, Scattered Acres Sport Horses, LLC will attempt to contact Owner a minimum of **one (1) time** at the P# 1 phone number provided. If Owner cannot be reached, **Scattered Acres Sport Horses, LLC is requested and authorized to call your preferred or alternately preferred veterinarian and make appropriate medical decisions advised by the providing veterinarian at Owner's financial expense up to the following dollar amount: \$_____.** Owner's Initials: _____

5. If an emergency occurs involving Owner's horse and the providing veterinary determines that transport to a veterinary hospital is appropriate, Owner authorizes Scattered Acres Sport Horses, LLC to haul Owner's horse under the provisions outlined in Exhibit 4, **even if Owner has not yet been reached.** Owner's Initials: _____

6. Owner authorizes Scattered Acres Sport Horses, LLC to authorize surgery if the providing veterinarian determines it is medically necessary: Y / N (circle one)
 - a. To include exploratory surgeries: Y / N (circle one)
 - b. To include surgeries having a _____% chance of success (indicate Owner's minimum).
 - c. Owner authorizes surgery expenses up to the following dollar amount \$_____.Owner's Initials: _____



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

7. Owner authorizes Scattered Acres Sport Horses, LLC to request Owner's horse be humanely euthanized if the providing veterinarian determines it is necessary: Y / N (circle one)
If yes, **ONLY** under the following conditions:

Owner's Initials: _____

Exhibit 4: Scattered Acres Horse Hauling Authority

1. Owner understands that Scattered Acres Sport Horses, LLC offers trailering services, but is not a bonded and/or insured shipping service. Scattered Acres Sport Horses, LLC offers to haul Owner's horse as a friendly service to promote participation in the equine industry and to assist in emergencies. Owner understands that they will pay a fee for hauling services to reimburse Scattered Acres Sport Horses, LLC for gas, mileage, and time. Scattered Acres staff will take all normal safety precautions with the horse(s) being hauled, but will not be held responsible for injury, sickness, or death resulting from driver/handler error, equipment failure, other motorist error, horse misbehavior, weather conditions, or any other accident or mishap that may occur while the horse is being hauled or during loading and unloading.
2. Owner authorizes Scattered Acres Sport Horses, LLC, their agents, and assigns to haul the following horse:

Horse's Name: _____

3. Owner (and their parent or guardian if Owner is a minor) agrees to hold harmless and release Scattered Acres Sport Horses, LLC, Autumn Rae, and any private landowners, contractors, employees, or horse owners associated with Autumn Rae, her agents, employees, officers, members, premises owners, or affiliated organizations from legal liability due to ordinary negligence occurring in relation to the loading, unloading, handling, and hauling of the equine(s). Owner further agrees to bring no claims, demands, actions, and/or litigation against Scattered Acres Sport Horses, LLC and its associates as stated above for any economic and noneconomic losses due to bodily injury, death, or property damage sustained by the equine(s) in question in relation to the loading, unloading, handling, and hauling of the equine(s). Owner's Initials: _____



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Exhibit 5: Scattered Acres Boarding/Services Options

1. Boarding Options:

(For current boarding prices, please inquire for price list the addendum)

- Field-board with private feeding
- Stall without sunshine paddock
- Stall with sunshine paddock
- Stall with sunshine paddock and extra windows
- Stall with dry-lot turnout only

Services included in Board:

- Level 1 blanketing (the horse is considered “unclipped” or “bib clipped”), **See number 5 for explanation**
- Stalls cleaned and bedded daily, water buckets cleaned and scrubbed daily, fans in all stalls.
- Dress/undress fly mask and sheet, daily hoof picking, and health and wellness/body check.
- Twice daily grain feeding up to 4 lbs/day. (We are sponsored by Nutrena and their feed specialist will work with each horse to best suit their dietary needs.)
- Field Board horses separated for feeding to eliminate injuries and allow all horses to get the correct amount of feed/meds/supplements.
- Orchard/Timothy mix hay is provided according to our feeding guidelines.
- Access to cross country course, indoor arena, outdoor arena, galloping paths, hacking paths, large-size dressage arena, round-pen, lounge with shower and kitchen
- Competition planning and planning for off-site training, conditioning, and cross country schooling.
- Field rotation and maintenance of fields with fertilizer, reseeding, bush hogging, and dragging.
- Water troughs are cleaned regularly and are heated in winter.
- Auto waterers in many of the fields
- Barn Manager lives on the premises
- Professional handling
- Access to washer and dryer for saddle pads and wraps. Freezer for ice boots.
- Multiple run in sheds for inclement weather or to get out of the sun (Fans in all run in sheds in summer months)
- Sacrifice areas cleaned daily
- Round bales provided in winter months

*Board can be reduced for having the horse work in the lesson program. Please inquire if you are interested in this option.



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

2. Brief summary of additional services provided upon request that are not included in board that are charged separately:

*Please inquire for current prices.

•Level 2+3 Blanketing (the horse is considered to be either “trace” or “full body” clip) **see number 5 for explanation**

- 24-hour stall rest
- 24-hour stall rest w/ sunshine paddock
- Feed surcharge: (applies to any horse requiring more than 4 lbs of grain per day)
- Farrier holding fee: Depends on how long horse has to be held and if in hand or cross ties
- Vet holding
- Basic first aid: (more complicated first aid services are available at specific rates. Inquire with management if/when those services are needed)
- Med-admin (shots, antibiotics, etc.)
- Deworming
- Groom/tack-up
- injections
- Hand walking, grazing, conditioning and rehab rides.
- Tack cleaning
- Bathing/braiding for shows
- Trailing

*this is not an exhaustive list. SA provides most services needed upon request.

****Fees are subject to change without prior notice.**

3. Many more services are available at Scattered Acres Sport Horses, LLC for additional charges. To inquire, please ask management for a more comprehensive list.

4. Owners may provide supplements to be fed daily at owner’s expense. Supplements must be packaged by dosage, labeled with the horse’s name, and placed in the designated feed room.

5. Blanketing tier explanation.

Level 1 (no charge): Horse is considered “unclipped/bib clip”

- Below 32° = heavy blanketing
- 40° -55° and raining=rain sheet blanketing

Level 2 (inquire for charge): Horse is considered “Trace clip”

- 60° ~40° =rain sheet blanketing
- Below 40° = heavy blanketing

Level 3 (inquire for charge): Horse is considered “full clip”

- 60° ~40° = rain sheet blanketing
- 40° ~25° = heavy blanketing
- Below 25° =extra heavy blanketing



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Exhibit 6: Lessons/Training Agreement

1. Scattered Acres Sport Horses, LLC is a training and coaching facility and provides ongoing education exclusively through our Scattered Acres trainers and instructors and ongoing clinics.
2. Autumn Rae works with owners and lessees to develop customized training plans for horse and rider to help you achieve your goals.
3. Outside instructors/trainers are not permitted to teach on Scattered Acres grounds.
4. There are multiple training and lesson packages offered at Scattered Acres. At the least, each horse boarded at Scattered Acres must be in one training session/week or their rider must be in one lesson per week. Those sessions will be included with the boarding invoice at the beginning of each month. Please inquire for additional training sessions and packages.
5. Training plans need not be static; changes may be made month-to-month at Owner's request.
6. Please indicate the training program you would like to select and/or customize:

Of your Option's _____ (#) of prescribed rides,
Number of training rides/week requested: _____
Number of lessons/week requested: _____
Preferred lesson date(s) and time(s): _____
Days you intend to ride on your own: _____
Owner's Initials: _____



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Exhibit 7: Release and Waiver of Liability

1. Under the Code of Virginia. Title 3.2. Agriculture, Animal Care, and Food. Subtitle V. Domestic Animals. Chapter 62. Equine Activity Liability (§ 3.2-6202):
2. Equine professionals are **NOT LIABLE** for any injury or death of a participant resulting from the intrinsic dangers of equine activities, and no participant (or parent, guardian, or representative of a participant) can have or make any claim against or recover from any equine professional for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

Except as provided in § 3.2-6203 (para. 4 below), no participant (or parent or guardian of a minor participant) who has knowingly executed a waiver of their rights to sue or agrees to assume all risks intrinsic to equine activities may maintain an action against or recover from an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities. The waiver shall remain valid unless expressly revoked in writing by the participant (or parent or guardian of a minor participant).

3. In consideration of being permitted to enter upon the premises of Scattered Acres Sport Horses, LLC and *engage in equine activities*, the undersigned hereby releases, waives, and discharges Autumn Rae, Terese Colling, and Dennis Hottel (individually), and Horsepower Farm and Scattered Acres Sport Horses, LLC, their past, present, and future agents, officers, members, managers, insurers, and employees (hereinafter referred to collectively as the “Releasees”) from all liability to the undersigned (or their personal representatives, assigns, heirs, or next of kin) for any and all loss or damage and any claim or demands made on account of injury to or death of the person or the person’s horse or other property, whether caused by the ordinary negligence of Releasees, incident to or while the undersigned is engaging in any equine activity while instructed by Releasees or while on Releasees’ property.
4. Under the Code of Virginia § 3.2-6200, “*Engages in an equine activity*” means: (i) any person, whether mounted or unmounted, who rides, handles, trains, drives, assists in providing medical or therapeutic treatment of, or is a passenger upon an equine; (ii) any person who participates in an equine activity but does not necessarily ride, handle, train, drive, or ride as a passenger upon an equine; (iii) any person visiting, touring or utilizing an equine facility as part of an event or activity; or (iv) any person who assists a participant or equine activity sponsor or management in an equine activity. The term does not include being a spectator at an equine activity, except in cases where the spectator places him/herself in an unauthorized area and in immediate proximity to an equine or equine activity.



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Under the Code of Virginia § 3.2-6200, “*Equine activity*” means: (i) equine shows, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (vi) conducting general hoof care, including placing or replacing horseshoes or hoof trimming of an equine; and (vii) providing or assisting in breeding or therapeutic veterinary treatment.

5. The undersigned hereby expressly acknowledges and agrees the equine activities undertaken by the undersigned (or their minor) are *intrinsically dangerous* and involve risk of serious bodily injury and/or death and/or property damage. The undersigned hereby assumes full responsibility for risk of bodily injury, death, and property damage, including any damage to an animal, and agrees to indemnify and save and hold harmless Releasees from any loss, liability, damage, or cost they may incur due to the equine activity engaged in.

Under the Code of Virginia § 3.2-6200, “*Intrinsic dangers of equine activities*” means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability.

6. Under the Code of Virginia § 3.2-6203, no provision of § 3.2-6202 shall prevent or limit the liability of an equine professional who:
 - a. Intentionally injures the participant;
 - b. Commits an act or omission that constitutes negligence for the safety of the participant and such act or omission caused the injury, unless such participant, parent or guardian has expressly assumed the risk causing the injury;
 - c. Knowingly provides faulty equipment or tack and such equipment or tack was faulty to the extent that it did cause the injury or death of the participant.
5. The undersigned further expressly agrees that this Release and Waiver of Liability Agreement meets the waiver requirement of Virginia Code § 3.2-6202 and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia. And, if any portion of this agreement is held invalid, the remainder of the Release and Waiver of Liability Agreement shall continue in full force and effect.



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

6. The undersigned (or their parent or guardian) is 18 years of age or older; has read, understands, and knowingly agrees to all terms of this Release and Waiver of Liability Agreement.
7. The undersigned expressly acknowledges no insurance coverage of any kind is to be provided, included, or guaranteed by Releasees.
8. The undersigned expressly acknowledges no oral representations, statements, or inducements apart from this written agreement have been made.

Owner's Signature

Owner's Printed Name

Parent/Guardian's Signature (if Owner under age 18)

Parent/Guardian's Printed Name

Date

Emergency Contact

Emergency Contact Phone



Scattered Acres Sport Horses LLC
8366 Old Nokesville Rd. Catlett, Va. 20119
571.426.4889
www.scatteredacres.net

Acknowledgment of Contract Terms

By signing below, Owner acknowledges their understanding and agreement to this Boarding Contract, including all provisions and exhibits contained within these pages, 1 through 15. Owner hereby also acknowledges their understanding and agreement that this contract, signed this _____ day of _____, in the year _____ represents the final expression of all contract terms and supersedes all previously signed contracts between Owner and Scattered Acres Sport Horses, LLC.

Owner and Scattered Acres Sport Horses, LLC acknowledge their understanding and agreement that the provisions and exhibits within this contract create legally binding commitments on both parties.

Owner's Signature

Owner's Printed Name

Parent/Guardian's Signature (if Owner under age 18)

Parent/Guardian's Printed Name

Scattered Acres Sport Horses, LLC / Autumn Rae's Signature

Representative's Printed Name