



# Storey Tails, LLC

3000 N Eagle Rd, Eagle, ID 83616 Phone # 208 407 6277

## Hold Harmless Agreement, Waiver and Release Covenant Not to Sue:

1. \_\_\_ I am aware of and fully understand that all horses are unpredictable and potentially dangerous. I assume these risks and waive any present or future right to make any claim against Storey Tails LLC (owners, directors, employees, insurers, heirs or successors in interest will be known hereafter as Storey Tails) for accidents, sickness and disease (including communicable diseases), bodily injury, equine, human or canine (including broken bones, head or neck injuries), trauma, pain and suffering, permanent disability, loss, damage or death. I release Storey Tails from all claims, demands, actions or injuries that may arise from my (or my children's) presence. Storey Tails shall not be liable for any injuries to equine, canine or human.
2. \_\_\_. Owner acknowledges above risks and hereby agrees to release, defend, indemnify and hold harmless Storey Tails, Storey Tails Trainers, Erin Storey, Brian Storey, David Cimino, their successors, heirs, assigns, representatives, agents, servants, employees, and insurers, together with all persons acting for, through or by them or any of them, (hereinafter Storey Tails) from all injuries, claims, or damages to any person, equine or property that are suffered by the undersigned, which may occur on the premises.
3. \_\_\_ This release of all claims and indemnity agreement shall be binding upon the heirs, representative, executor, administrators, assigns, and successors of the parties hereto, and no promise, inducement or agreement not herein expressed has been made. The terms of this release and indemnity agreement are contractual in nature and not mere recitals.
4. \_\_\_ All risk of loss on the horse and or the owner's tack and equipment shall be entirely on the owner whether the loss is caused by accident, illness, injury, fire or theft, or any other similar cause. Owner understands that Storey Tails carries no insurance whatsoever on horses, tack/equipment or trailers and that, if owner desires insurance on the horse, tack/equipment and/or trailers that the owner has the sole responsibility to obtain and pay for said insurance. I understand that while my horses is in the custody of Storey Tails, that Storey Tails, its owners, its instructors nor employees shall be liable for sickness, disease, theft, death, or injury to the horse. I assume these risks.
5. \_\_\_ Storey Tails has my permission to initiate emergency medical first aide treatment for myself, children, or animals in case of accident. Storey Tails has my permission to authorize emergency medical or veterinary treatment by professionals unless otherwise agreed upon. This assistance will be at my cost.
6. \_\_\_ In the event that either party shall file a lawsuit to enforce the terms of this agreement, the prevailing party in such suit shall be entitled to an award of its costs and attorney fees incurred therein from the other party. The parties further agree that the proper jurisdiction and venue for any lawsuit filed to enforce this agreement shall be Ada County, Idaho and shall be construed and determined in accordance with the laws of the state of Idaho.
8. \_\_\_ This agreement is a fully integrated document and contains the entire understanding of the parties hereto regarding the boarding of the horse. There are no other agreements, promises, covenants, or warranties not expressed herein.
9. \_\_\_ Owner hereby grants Storey Tails an Agister's Lien, pursuant to Idaho code 45-805, on the horse to secure payment of any unpaid fees and expenses hereunder and understands and agrees that Storey Tails shall keep physical possession of the horse until all said fees and expenses have been paid in full.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_ at Eagle, ID 83616 PLEASE PRINT LEGIBLY

Print Name of Ride/Owner/Parent: \_\_\_\_\_

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