

SEVEN DOWN, LLC  
SHORT TERM - BOARDING AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, made between SEVEN DOWN, LLC, a limited liability company, with its principal office located at 4755 E Colorado Boulevard, Spearfish, Lawrence County, South Dakota, hereinafter called ("Stable") and \_\_\_\_\_ residing at \_\_\_\_\_, hereinafter called ("Owner").

**1. FEES, TERM, AND LOCATION:**

In consideration of **\$180per horse** from **Arrival Date of July 10<sup>th</sup>, 2011** through **Departure Date of July 18<sup>th</sup>, 2011 OR \$25/day** paid by the Owner in advance, Stable agrees to provide a stall and access to water. Watering, feeding, and care is the sole responsibility of the Owner, the herein described horse at the Stable located in Spearfish, Lawrence County, South Dakota. If you would like to be stalled by someone please fill print name here \_\_\_\_\_. There are no guarantees; we will do our best to accommodate.

**2. DESCRIPTION OF HORSE:**

- |                   |       |
|-------------------|-------|
| 1) Name           | _____ |
| 2) Age            | _____ |
| 3) Color          | _____ |
| 4) Breed          | _____ |
| 5) Sex            | _____ |
| 6) Registration # | _____ |

**3. EXERCISE:**

The Owner shall be solely responsible for the exercise of the animal.

**4. RISK OF LOSS:**

During the time that the horse is in custody of Stable, Stable shall not be liable for the sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with the boarding of said horse. This includes, but is not limited to, any personal injury or disability the horse may receive while on Stable's premises. The Owner fully understands that Stable does not carry any insurance on any horses not owned by it for boarding or for any other purposes, for which the horses are covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse is in the possession on the premises of Stable, are to be borne by the Owner. \_\_\_\_\_ Initial

**5. TACK AND EQUIPMENT:**

Owner expressly acknowledges that Stable shall bear no risk of loss or liability for loss of any of Owner's tack or equipment stored on the premises.

**6. HOLD HARMLESS-DISCLOSURE:**

A) Owner agrees to hold Stable harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by Stable in defense of such claims. I AGREE, for myself and my personal representatives, assigns, heirs, and next of kin, to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Promoters Seven Down Mounted Shooters, Sanctioning Organization or Seven Down, LLC d/b/a Seven Down Arena, Ingodwe Perpetual Trust or any subdivision thereof, their subsidiaries, owners, members, trustees, directors, officers, agents and employees, Mary Ellen Lantis, Travis Lantis, other participants, or officials, all hereinafter collectively referred to as "Releasees", from all liability to the undersigned arising from my participation in an Event, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO ME OR MY

PROPERTY, RESULTING FROM, ARISING OUT OF OR RELATED TO MY PARTICIPATION IN AN EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

B) Owner acknowledges that Stable is not responsible for injuries or damages sustained by or caused by parties who are brought into Stable's facilities by Owner without the express permission of Stable. As such, Owner hereby agrees to hold harmless and indemnify Stable, its owners and employees against any claim brought by or on behalf of any person or their representative for damages, injuries or death occurring to or caused by any such person coming into Stable's facilities while in the company of Owner.

**7. EMERGENCY CARE:**

Stable agrees to attempt to contact owner should Stable feel that medical treatment is needed for said horse but, if Stable is unable to contact Owner, Stable is then authorized to secure emergency veterinary and/or blacksmith care required for the health and well being of said horse. All costs of such care secured shall be paid by Owner within fifteen days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to the Owner.

**8. PHOTOGRAPY AND VIDEO IMAGING:**

Owner hereby agree that photographs, video productions and telecasts may be made of the undersigned either alone or together with others, while on the premises as the Releasees shall designate. The undersigned agrees that all right in such photographs, video productions and telecasts, including, but, not limited to rights of sale, reproductions, use and distribution, shall belong to Releasees, which may make whatever use of such photographs, video productions and telecasts as it or they may desire. The undersigned hereby grants to Releasees, the non-exclusive right to use the undersigned's name or likeness for any and all commercial benefits and purpose, without limitation.

**9. OWNERSHIP-COGGINS TEST:**

Owner warrants that he owns said horse and will provide, prior to the time of delivery of said animal to stable, proof satisfactory to Stable of negative Coggins test.

**10. ASSIGNMENT:**

This Agreement cannot be assigned by the Owner, without the express written consent of Stable.

**THIS AGREEMENT IS SUBJECT to the laws of the State of South Dakota.**

Executed at Spearfish, South Dakota this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STABLE:  
SEVEN DOWN, LLC.

OWNER:

By: \_\_\_\_\_  
6625 Centennial Dr..  
Spearfish, SD 57783

By: \_\_\_\_\_  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Telephone)

If returning by mail: **Seven Down, LLC**  
**Sam Martinez**  
**PO BOX 999**  
**4755 E Colorado Blvd**  
**Spearfish, SD 57783**

Email: [sam.martinez@sevendown.net](mailto:sam.martinez@sevendown.net)

**Have Neg Coggins  
& Health Papers  
with you at  
Check-In**

RT 1/1/2008