

STONY MOUNTAIN RANCH
PO BOX 26912, PHOENIX AZ 85068-6912 602-943-3400

Today's date: _____

Horse #1: _____ Age & Gender: _____ Breed: _____ Reg. No.: _____ Hauling card No.: _____ Coggins test (negative/positive): _____ Coggins test date: _____	Horse #2: _____ Age & Gender: _____ Breed: _____ Reg. No.: _____ Hauling card No.: _____ Coggins test (negative/positive): _____ Coggins test date: _____
Horse #3: _____ Age & Gender: _____ Breed: _____ Reg. No.: _____ Hauling card No.: _____ Coggins test (negative/positive): _____ Coggins test date: _____	Horse #4: _____ Age & Gender: _____ Breed: _____ Reg. No.: _____ Hauling card No.: _____ Coggins test (negative/positive): _____ Coggins test date: _____

Boarder's name: _____

Street: _____

City: _____ State: _____ ZIP: _____ Driver's license No.: _____

Home Phone: _____ Work Phone: _____ E-mail: _____

Owner's name (if different from Boarder): _____

Street: _____

City: _____ State: _____ ZIP: _____ Driver's license No.: _____

Home Phone: _____ Work Phone: _____ E-mail: _____

Veterinarian's name: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Office Phone: _____ Emergency Phone: _____

Special Instructions regarding your horse(s): _____

Boarding cost shall be \$345.00 per month per horse, or \$20.00 per day if boarding by the day or week. *Stall rent for the next rental period is due anytime during the current rental period. The final date and time to remit monthly rent for next month is the last day of the current month at 5:00 p.m.* Rents received after 5:00 p.m. on the last day of the month will be assessed a late fee of \$5.00 per day, and this late fee shall also apply to each subsequent day that the rent has not been received by 5:00 p.m. *No refunds on monthly rent shall be given if horse(s) is (are) moved before the expiration of the monthly rental period.* Pursuant to A.R.S. 3-1295 (Lien for feed, Pasturage, and other services; Sale; Violation; Classification) lien holder, Bruce Buckingham, dba Stony Mountain Ranch, may sell horse(s) at public auction if board is sixty (60) days past due.

CONSENT AGREEMENT AND LIABILITY RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING!

I, _____ do for myself and/or on behalf of my minor child or legal ward, hereby voluntarily request to be permitted to come upon the property of Bruce B. and Patty C. Buckingham for the purpose of general recreation related to horses or the buying, boarding, viewing, caring for or riding of horses. I am aware that horses are unpredictable by nature; that when angry, frightened or under stress, a horse's instincts are to jump forward, backward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be from three to six feet. I understand that I, or my minor child or legal ward, could be injured as a result of any of these or other actions of a horse. I understand these risks, and I voluntarily assume these risks and dangers.

I further understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse, and that Bruce B. and Patty C. Buckingham are not responsible for the results of the rider's actions or inactions, or for the actions of the horse. I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me and/or my minor child or legal ward and agree to hold Bruce B. and Patty C. Buckingham harmless should I or my child or my legal ward choose not to wear a helmet while mounted on a horse on the property of Bruce B. and Patty C. Buckingham.

I fully understand and agree that I, alone, am to be responsible for any bodily injury or property damage which I or my minor child or legal ward should sustain on the property of Bruce B. and Patty C. Buckingham and/or the trails while engaged in general recreation related to horses or the riding, viewing or caring for a horse, and for any time I or my child or legal ward should lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage. In acknowledgment of the above, I hereby, for myself, my heirs, administrators and assigns, **RELEASE AND DISCHARGE AND AGREE TO HOLD HARMLESS** Bruce B. and Patty C. Buckingham, and their respective servants, agents, employees, officers, and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person or property, or to that of my minor child or legal ward, whether or not such injury or property damage resulted from the negligence or gross negligence of Bruce B. and Patty C. Buckingham, or their servants, agents, employees or officers, or resulted from any defect in tack or equipment that might be used on or around a horse. I understand and agree that, in exchange for being permitted to participate in general recreational activities related to horses and/or the boarding, viewing, caring for or riding of horses at the property of Bruce B. and Patty C. Buckingham, I am voluntarily assuming the risks of any injury or property damage that might occur for **ANY REASON** and acknowledge my agreement that I may not bring a lawsuit or a claim of any kind against Bruce B. and Patty C. Buckingham, their servants, agents, employees or officers for such injuries and/or property damage. If I should bring such a claim or lawsuit in violation of this agreement, I agree that I shall be liable to Bruce B. and Patty C. Buckingham for any and all attorney's fees and expenses that may be incurred by Bruce B. and Patty C. Buckingham in defending against such claims.

I further agree to indemnify and reimburse Bruce B. and Patty C. Buckingham, their servants, agents, employees or officers for any injury and/or property damage caused to any third person as a result of any action or inaction on my part. This indemnification includes the cost of attorney's fees and expenses incurred by Stony Mountain Ranch in defending against any such suit.

I understand and agree that this Agreement and Liability Release is being entered into in the state of Arizona, and the laws of the state of Arizona shall govern its terms and conditions. The parties agree that if any term or condition is found to be invalid under the laws of Arizona, such offending term or condition shall be stricken from the Agreement without affecting the other terms and conditions.

As testimony to the fact that I have read and understood the above, I agree to and do hereby write out the following statement in my own hand:

"I HAVE READ AND DO UNDERSTAND ALL THE ABOVE
CONCERNING THE RISKS AND RELEASE OF LIABILITY."

Write out above statement here: _____

SIGNED: _____ DATE: _____

PRINTED NAME: _____

GUARDIAN OR PARENT OF:

1. _____

2. _____

3. _____

STONY MOUNTAIN RANCH QUESTIONNAIRE

Date: _____

Your name: _____

1. How did you hear about us? _____

2. Where was your horse last boarded? (stable name, address, phone)

3. Reason for moving your horse to Stony Mountain Ranch:

4. How can we better serve you and your horse?

5. Any additional comments?

Thank you for taking the time to answer these questions so that we may better serve you.

STONY MOUNTAIN RANCH

RULES AND GUIDELINES

HEALTH CERTIFICATES: Before being accepted as a boarder at Stony Mountain Ranch, you will be required to provide a Certificate of Veterinary Inspection for your horse. This certificate must be no less than six (6) months old, and is obtainable from your veterinarian, usually at a reasonable cost.

HEALTH CARE: You are responsible for maintaining the health of your animal, including seeing that your horse is wormed on a regular basis (approximately every two months), and that all shots and vaccines are kept up to date. If you notice any symptoms of ill health, you are required to take immediate action to remedy the problem. If we notice a problem, we will do whatever we can to ease any discomfort your animal may be having, and will promptly notify you that your horse needs attention. If no action is taken by you within a reasonable period of time after you are notified, or if we are unable to reach you, we will make arrangements for a veterinarian to treat your animal if we feel that this is warranted. The cost for this will be assessed to you. If your horse requires aftercare and you are unable to perform the actions needed to take care of the animal (such as bandaging, giving pills or paste, etc.), we may be able to perform those duties for you. Charges for this will depend upon the actions taken, and will be assessed on a case-by-case basis.

RENT and RENT REFUNDS: Stalls are rented on a daily, weekly, or monthly basis. Monthly rates are currently \$345 per month (subject to change). Daily and weekly rates are \$20 per day. *Your rent is due anytime during the current month if you wish to board for the next month. The last day of each month is the final day to pay your rent for the upcoming month.* Rents must be received on or before 5:00 p.m. on the last day of each month to avoid a late charge of \$5.00 for that day. A late charge of \$5.00 per day will be assessed for each subsequent day that the rent is not received by 5:00 p.m. If your check fails to clear the bank, a returned-check charge of \$20.00 will be assessed, as well as a late charge of \$5.00/day for each day that the funds remain unavailable to us. *No refunds will be given for horses moved before the rental period has expired.*

STALL CLEANING: Stalls at Stony Mountain Ranch are cleaned daily. If you feel that this is not enough and that you want to pick up manure more often in your own stall(s), please do not leave debris in the aisles or outside your stall(s) when you are done! This will help us to maintain a clean facility for all boarders. A dumpster is conveniently located near the haystack. Please use it when dumping any debris from an extra cleanup you may have done; otherwise you will be billed for the time needed for us to remove the debris.

KEYS: When you come to board, you are given a set of keys to the main gates and to the tack room. There is a \$5.00 key deposit charge which is refundable at the end of your boarding period provided the keys are returned to us. There is a \$5.00 replacement charge for lost/stolen keys.

PLEASE DO NOT PARK VEHICLES IN OTHER THAN THE DESIGNATED PARKING AREA. Parking space is provided to the west of the tack room and wash rack. Please use that area for your vehicle. Please do not park in our driveway, the trailer parking area, beside the picnic tables, or in the drive-through lane that encircles the entire stall area. Trailers can be parked on the north part of the property.

ARENA ETIQUETTE: The arena and round pen are available for riders and turnouts. Riders have priority, and turned-out horses should be taken out *immediately* if a rider needs to use the arena or round pen. Turnout time is limited to an hour per day. Horses in the arena or round pen must be attended at all times.

PLEASE turn on the arena and round pen sprinklers before using these areas if they are dry and if the sprinklers have not already been run. Sprinklers should be left on for a minimum of five to ten minutes on each side for best effectiveness. NOTE: Run only one side at a time to maintain adequate pressure.

GATES AND TACK ROOM: Every farm and ranch hand knows the basic rule: gates should never be left open! When you open the main gate to remove your horse from its stall, PLEASE close and re-lock the main gate *as soon as you have taken your horse out of the stall area. Do not leave the main gates open while you groom, ride or exercise your horse* (and if you see that someone else has left a gate open, please close it)! And please: When you leave the property, please double-check to be sure the gates and tack room are closed and locked.

PLEASE - NO TROTTING, CANTERING OR GALLOPING ON THE PROPERTY, except of course in designated areas (arena/turnouts/round pen). Our property comprises six acres. It is bordered on the WEST side by the strip center along Cave Creek Road; on the EAST side along the driveway to our home; on the SOUTH side by the road leading to the tack room and horse corrals; and on the NORTH side by the northern boundary of the frame house that is next to the stone house. Look for our bright red No Trespassing signs; except for the eastern part of the property, these mark the boundaries. When you are within the property boundaries and are heading away from or back to the ranch, be sure your horse is at a walk.

LIABILITY RELEASES: Liability releases are currently located in the tack room on a clipboard on the bulletin board. *These releases are for boarders who wish to let others - including trainers - ride or work with their horse(s).* These releases consist of two parts: (1) the BOARDER'S release, which states that you do board a horse here and that you are authorizing another person to ride or work with that horse, and (2) the RIDER'S release, which states that the rider or person who will be working with your horse accepts responsibility while doing so. **THESE RELEASES MUST BE SIGNED BY THE APPROPRIATE PARTIES, AND MUST BE RECEIVED BY STONY MOUNTAIN RANCH (Patty and/or Bruce Buckingham) BEFORE anyone besides yourself or your immediate family rides or works with your horse.**

PLEASE try not to leave tack hanging on or around your stall(s). Not only is this a possible danger to horses, but it's unsightly, and the chances of theft or damage are increased. If you have been provided a locker for your tack, please use it.

OTHER BOARDERS' HORSES: Interacting with horses belonging to other boarders is not permitted without the owner's permission. Please do not touch other horses, feed them, groom them, turn them out, etc. without the owner's permission. If you feel that a horse is being neglected in some way or needs other attention, or if you notice problems with waterers or feeders or care in general, contact Bruce or Patty and we will take appropriate measures to assess the situation and rectify the problem.

TRAINING: We will be glad to help you find a trainer if you need one. If you already have a trainer, your trainer is welcome on the property, provided that liability releases signed by both boarder and trainer have been received by Stony Mountain Ranch (Patty and/or Bruce Buckingham). All trainers must sign a liability release (currently located in the tack room on the bulletin board). This liability release must be received by us *before* your trainer works with the horse.

DOGS: No dogs are permitted at the Ranch.

HORSESHOEING & FARRIERS: Please make your own arrangements with regard to horseshoeing and farriers. In emergency situations, we will gladly hold a check you have placed in our care for your farrier and will unlock the gates for him when he arrives, but otherwise please either (1) be here personally to pay your farrier and manage your horse (if needed), or (2) mail payment to your farrier prior to shoeing date. This will eliminate your farrier's having to come to us and wait to collect his payment, and will free us from the extra work needed to keep payments/checks in order.

RELOCATION OF HORSES: We do everything possible to keep your horse(s) in the same stall(s) you have chosen, as long as you board here. However, because we are an open-stall facility (vs. a barn-type facility with completely enclosed stalls), the possibility exists that your horse at some point may need to be moved to another stall, either temporarily or permanently. This may be done to maintain peace between horses, or it may be done in order to perform maintenance on your stall, or for some other reason. We want to avoid moving horses if at all possible, but must reserve the right to do so at our discretion to maintain a safe facility.

FRIENDS: Your friends who may have horses are welcome to come and ride the trails with you. However, due to liability concerns, they may not ride on the property or use the facilities on the property for their horses. Your friends' trailers must be parked outside the property limits, and saddling/unsaddling must also take place outside the property limits. To the south of the picnic tables, bordering the driveway to the stalls, you will see a Phoenix Mountain Preserve sign. Temporary parking is permitted on the back (south) side of this sign, and this is a convenient area where saddling and unsaddling may also take place.

INSURANCE: Stony Mountain Ranch is not responsible for theft or damage to your property. Insurance for your horse, tack, trailer and any other property is your responsibility.

PROBLEMS/ISSUES: Stony Mountain Ranch wants to try to maintain a drama-free atmosphere. If you feel that a problem or issue exists that needs attention, whether it is with another boarder or with the facility itself, please contact us and we will do whatever we can to resolve it.

Thank you for your cooperation in following these rules and guidelines, which help to assure that our facility remains a happy and safe one for all.