



**Liability Release:**

1. Storey Tails shall not be liable for any injuries to equine, canine or human.
2. Owner shall indemnify, defend and hold harmless Storey Tails, their officers, directors, owners, successors, heirs, assigns, representatives, agents, servants, employees, and insurers, together with all persons acting for, through or by Storey Tails, from any and all bodily injuries (to any equine or human) or property damage whatsoever.
3. Owner shall give Storey Tails at least 24 hour prior notice (except in emergency) before picking up the horse for any reason. As long as owner is current on the advance payment of the boarding fee and any other expense due to Storey Tails pursuant to the terms of this agreement, the owner may remove the horse for purposes of personal use and return the horse during a boarding month, but there will be no abatement of the monthly boarding fee.
4. Owner acknowledges that since Storey Tails is a farm, riding school, horse training and boarding facility that there are risks associated with being on the premises. Horses and equipment present potential risk of injury and damage to equines, humans and property. Owner acknowledges those 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.
5. 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.
6. 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 the horses boarded and/or tack and equipment and that, if owner desires insurance on the horse, tack and equipment that the owner has the sole responsibility to obtain and pay for said insurance.
7. 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.

Signature of horse owner: \_\_\_\_\_ Date \_\_\_\_\_

Storey Tails, LLC

Storey Tails Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_