



909 Mustang Court, Petaluma, CA 94954

Email: [info@circleoakequine.com](mailto:info@circleoakequine.com)      [www.circleoakequine.com](http://www.circleoakequine.com)      Telephone: (707) 766-8760

## **SERVICES AGREEMENT AND WAIVER OF LIABILITY**

In consideration of Circle **Oak Equine** providing boarding and/or rehabilitation services, **Horse Owner** agrees to:

1. Deliver horse with current vaccinations and worming, with no contagious diseases, and in good health except as specifically noted on the “Special Instructions” or “Known Health Problems” section of the Admission Form.
2. Maintain the horse while in the care of the Circle Oak Equine on a vaccination, worming, shoeing/trimming, and dental regimen at least as rigorous as set forth in the current Circle Oak Equine Health Maintenance Regimen.
3. Pay in advance all boarding or rehabilitation charges in accordance with the current rate sheet of the Circle Oak Equine and to pay upon receipt of invoice all additional incidental expenses incurred on behalf of Horse Owner by Circle Oak Equine. Any changes in the applicable rates will not be imposed except on 30 days advance notice.
4. Grant to Circle Oak Equine a security interest and lien against the boarded horse for the value of services rendered. Circle Oak Equine shall be entitled to enforce said lien according to the laws of the State of California in the event of default by the Horse Owner.

### **VETERINARY CARE/EMERGENCIES**

5. In the event the horse requires the services of a veterinarian, including emergency surgery, Circle Oak Equine will contact Horse Owner at telephone

\_\_\_\_\_ and/or email \_\_\_\_\_ or the  
Horse Owner's designated veterinarian,

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at \_\_\_\_\_  
If Horse Owner or the designated veterinarian cannot be reached or does not respond within a reasonable time under the circumstances, Circle Oak Equine is hereby authorized, as agent for Horse Owner, to retain Dr. Grant Miller/ Sonoma Marin Veterinary Clinic or other available licensed veterinarian to care for the horse. Any fees charged by the veterinarian so retained shall be for the account of Horse Owner.

6. Owner hereby consents to the public use by Circle Oak Equine of photographs and/or videos of the horse for case studies and/or demonstrations.

#### **RELEASE AND WAIVER**

7. Horse Owner (on behalf of himself/herself and his or her agents, assigns, heirs, executors, administrators, invitees, and children, if any) hereby acknowledges that:
  - a. horsemanship and ranch activities are by their nature dangerous activities for which Horse Owner explicitly assumes the risk and hereby releases and holds harmless Circle Oak Equine and its owners, agents, assigns, servants and employees (hereinafter "CIRCLE OAK EQUINE") from any liability, present and future, known and unknown, on account of bodily injury, loss or damage to any animals, equipment, or other personal property arising from horsemanship or ranch activities, or usage of, or presence on, the facilities of Circle Oak Equine.
  - b. horses are prone to accidents, injuries, illness, lameness, and other conditions and events for which Horse Owner assumes the risk and Horse Owner hereby releases and holds CIRCLE OAK EQUINE harmless from any liability which may accrue as a result of fire, theft, running away, state of health, injury to person, horse or property, or from any other cause arising out of CIRCLE OAK EQUINE'S care, custody or control of Horse Owner's horse.
  - c. CIRCLE OAK EQUINE shall not be liable for any loss or damage to any of Horse Owner's personal property, tack, or other equipment

arising from the storage on or use of the facilities of the Circle EQUINE. Horse owners are encouraged to carry appropriate insurance on their horse and personal property.

8. Horse Owner acknowledges that he/she understands the following statutory language of Section 1542 of the California Civil Code:  
‘A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.’  
and having been so apprised, Horse Owner specifically waives any right may he/she have under Section 1542 of the California Civil Code as to unknown or unsuspected claims.
9. This Services Agreement and Waiver of Liability shall be construed and interpreted under the laws of the State of California. If any portion of this Agreement is held to be unenforceable by any court, each of the remaining terms thereof shall nevertheless remain in full force and effect.
10. Should any dispute arise relating to the subject matter of this Services Agreement and Waiver of Liability, the parties agree to submit the dispute to binding arbitration in Sonoma County, California, pursuant to the rules of the American Arbitration Association.

DATED: \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Signature of Horse Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

Telephone

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Email

## **Circle Oak Equine Health Care Regimen**

Horses in the care of Circle Oak Equine will be subject to the following basic health maintenance regimen, unless Horse Owner specifies a more rigorous program. The following regimen will be administered by the Circle Oak Equine Medical Director, Dr. Carrie Schlachter and Ranch Farrier, Eric Crawford, unless Horse Owner directs otherwise in writing.

- 1. Out of state horse**—any horse having been outside of California within the last 90 days must have a current health certificate and negative Coggins before arrival.
  
- 2. Immunizations**
  - a. Upon arrival, all horses must have current vaccinations for:
    - i. EWT (Eastern & Western Encephalitis and Tetanus) (“3-way”)
    - ii. Rabies
    - iii. West Nile Virus
    - iv. Flu/Rhino Virus (within 6 months)
  - c. If the horse is not current on arrival, vaccinations must immediately be administered.
  - d. Thereafter, all horses will receive EWT (3-way), Rabies, and West Nile every 12 months and Flu/Rhino every six months.
  - e. Vaccinations and tests are at the expense of the Horse Owner
  - f. Proof of vaccination required
  
- 3. Dental Care**
  - a. Horse’s teeth will be checked on arrival and if they need to be floated arrangements for dental treatment must be made promptly. All horses will be routinely checked for dental health annually and any necessary dental care must be scheduled promptly. Dental care is at the expense of the Horse Owner

#### **4. Worming**

- a. Horses will be dewormed with paste wormers (rotational system) every two months. This is included in the board.

#### **5. Shoeing/Trimming**

- a. Horses will be shod or trimmed every 6 to 8 weeks as needed. Shoeing or trimming is at the expense of the Horse Owner. You may use your own farrier and we will be happy to coordinate visits and assist (included in board).