



# New Horse Move-In

Welcome to Skalkaho Stables! We are so excited to get to welcome you and your horse to our ranch. Please follow these instructions to ensure a smooth move-in and also to ensure that we have all of the necessary information to provide excellent care to your horse.

## Pre-Arrival

### 1. Vaccinations

Please ensure that your horse is up to date with the required vaccinations for boarding at Skalkaho Stables. These are:

1. Tetanus
2. Eastern Equine Encephalomyelitis
3. Western Equine Encephalomyelitis
4. West Nile Virus
5. Rabies
6. Influenza
7. Rhino

Prior to arrival for move-in, please provide proof of vaccination. This can be a copy or picture of a receipt of vet administered vaccinations or purchase of vaccinations for self administering.

### 2. Negative-Coggins

Please prepare proof of a valid (within one year) negative-Coggins test for Equine Infectious Anemia (EIA). Please provide this prior to move-in as well.

### 3. Horse Information Sheet

Please fill out the attached Horse Information Sheet. If you do not have a set vet or farrier, we are happy to help you to arrange with our house professionals.

### 4. Tammany Veterinary Hospital Records Release Form

If you already use or plan to use Tammany Veterinary Hospital for your veterinary needs, please fill out this record release form as well to aid in our coordination with them for appointments and other medical events.

### 5. ACH Authorization

We currently accept payments via cash, check, credit card, and ACH bank transfer. ACH payments are our preferred method as it works a "set it and forget it" way to pay your monthly invoice. Please fill out and sign this form if you would like to us

### 6. Pricsheet, Rules, Trading Hours, Deworming Program, and Boarding Agreement

Please take a moment to read through these documents to become acquainted with the way our facility runs.



## Arrival

### 1. Paperwork

Prior to arrival, please make sure you have provided or prepared all of the following documentation:

1. Proof of recent vaccinations.
2. Proof of Negative-Coggins
3. Completed horse information sheet.
4. Payment (Cash or Check) for first month board, deposit, and trailer parking if applicable. All other additional will be billed at the end of the month.

*We will have your Boarding Agreement on hand to review and sign upon your arrival.*

### 2. Supplies

If you are providing any additional grain or supplements, we will provide you with a container that will live outside of your horse's paddock or stall. In addition to this, we will provide you with limited space in the barn to store tack.

*Please note that if you wish us to feed supplements, you need to prepare these in individual (per meal) resealable bags. We recommend that you prepare at least a one-week supply at a time. Finally, we request that you use slider or zipper-style bags for easy opening with gloves in the winter time.*



# Horse Information Sheet

## Owner Information

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## Emergency Contact

Name and  
Relationship: \_\_\_\_\_

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

## Horse Information

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Gender: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Registration: \_\_\_\_\_

Registration  
Number: \_\_\_\_\_

Markings: \_\_\_\_\_

Brands: \_\_\_\_\_

(continued on back)



Known vices and dangerous propensities:

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Veterinarian  
and  
Hospital:

Farrier and  
Phone Number:

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In case of medical emergency, our first action will be to contact you followed by continued observation. If we are unable to reach you and your emergency contact is not able to advise or put us in contact with you, we will begin steps to assist and get your horse treatment. Please check the boxes (all that apply) for steps that you authorize we take and sign below:

☐

Contact Veterinarian

☐

Authorize veterinarian recommended  
treatment **NOT** including surgery.

☐

Authorize veterinarian recommended  
treatment **including** surgery.

I understand that the owners and staff of Skalkaho Stables are not medical professionals and do not profess to be medical professionals. I understand that any action taken by Skalkaho Stables in the event of a medical emergency is in the best interest of the health and well being of my horse. I hereby authorize them to take reasonable care to assist my horse in the event of a medical emergency including but not limited to the conditions marked above.

Signature:

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Name:

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Date:

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**Tammany Veterinary Hospital  
1014 Eastside Highway  
Corvallis, MT 59828  
406-961-1321**

**Skalkaho Stables Boarding Client**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Client Horses Boarded at Skalkaho

<b>NAME</b>	<b>BREED</b>	<b>COLOR</b>	<b>AGE</b>	<b>SEX</b>

I \_\_\_\_\_ (boarding client's name) give Tammany Veterinary Hospital authorization to share medical record information, for the horses named above, with the owners of Skalkaho Stables for the duration of the time they are boarded at Skalkaho Stables.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Consumer Authorization for Direct Payment via ACH

Check one:

☐

Begin payment

☐

Change information

I (we) authorize Skalkaho Stables Company ("COMPANY") to electronically debit my (our) account and, if necessary, to electronically credit my (our) account to correct erroneous debits as follows at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

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Name

Name(s) on the Account

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Routing Number

Account Number

---

Depository (Bank) Name

☐

Checking

☐

Savings

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Date of first debit

### Transaction frequency:

Debit entries will occur as multiple entries (multiple entries that may not occur at substantially regular intervals) monthly until the end of this agreement. The authorized debit amount is equal to the value of all billable items owed at the start of each month as described in the invoice sent at the start of said month. Additional entries may occur for which an invoice will be sent.

For regular invoices, each month's invoice will be sent on or before the 1st of the month. Payment will be collected no sooner than the due date listed on the invoice.

### Authorization

I (we) understand that this authorization will remain in full force and effect until I (we) notify COMPANY in writing prior to the issuance of the next invoice in order to cancel this authorization.

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Name(s)

Date

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Signature

Additional signature(s)



# Prices

## Board:

All board options are full care. This means the packages include hay (grass, alfalfa, or a combination of both) fed twice daily, stall and paddock cleaning, blanketing and fly masking as weather conditions dictate, turnout as needed, and feeding of grain and/or supplements provided by owner as directed.

All boarding rates feature **Hay Index Pricing** that will change each fall based on the market price of hay. The index is \$300 a ton or \$84/month. That means, if hay is more expensive than that, you will see a small increase to cover the difference between the market price and \$300/ton. If hay is less expensive than the index, you will see a **discount**. This allows us to secure the best feed available despite market fluctuations.

Item	Description	Price
<b>Indoor Boarding:</b> Stalls with Runs	A private stall in our barn. Stall is 12' x 15' or larger with a 15' x 30' or larger run attached. Heated automatic waterers in every stall. Fed with "slow feeder" hanging hay bags. Pelleted bedding provides an excellent bed with zero dust. Daily turnout weather permitting \$50 discount for boarding multiple horses in multiple stalls.	<b>\$ 710/month</b>
<b>Indoor Boarding:</b> Stalls without Runs	A private "box" stall in our barn. Stall is 12' x 15' or larger. Heated automatic waterers in every stall. Fed with "slow feeder" hanging hay bags. Pelleted bedding provides an excellent bed with zero dust. Daily turnout weather permitting \$50 discount for boarding multiple horses in multiple stalls.	<b>\$ 710/month</b>
<b>Outdoor Boarding:</b> Paddocks	Paddocks are around 1/3 acre, securely fenced, and include a shelter. Water is provided by a live creek sourced from a warm water spring (flows year-round). Feeder baskets help to reduce ingestion of sand and soil. Additional horses housed in the same paddock are at reduced rate.	<b>1st Horse:</b> <b>\$ 525/month</b>  <b>Additional Horses:</b> <b>\$425/month</b>
<b>Short-term Board</b>	Daily or weekly board available on a limited basis in outdoor pens.	<b>\$200/week</b> <b>\$40/day</b>

## Example of board with Hay Index Pricing

<b>Cheap Hay Market Year</b>	Average cost for all hay was \$200/ton. This equates to an average cost that is \$28 less than the index.	<b>Barn - \$682</b> <b>Paddock - \$497</b> <b>Additional Horse - \$397</b>
<b>Expensive Hay Market Year</b>	Average cost for all hay was \$350/ton. This equates to an average cost that is \$14 more than the index.	<b>Barn - \$724</b> <b>Paddock - \$539</b> <b>Additional Horse - \$439</b>



## Extras

Premium Care	Grooming, bathing, and holding horses for vet and farrier. Also, ensuring horses are stocked up on anything they need.	\$110/month
Grooming	(1 time/Week)	\$40/month
Trailer Parking		\$50/month
Training, Tune-ups, and Exercise	Specifics to be decided on a case-by-case basis.	Starting at \$35/hour or \$600/month
Horse Holding (if not Premium Care)	Fetching and holding horses for the vet, farrier, or other outside service.	\$25/hour
Fecal Float	Diagnostic testing to determine parasitic egg shed count.	\$25

We accept cash, check, credit card, and ACH payments. We add an additional 3% processor fee for credit card payments.



# Ranch Rules

To keep Skalkaho Stables a nice place for all, we have established some rules for all our Boarders, Guests and Family Members to follow. These rules are intended to keep the ranch a safe and pleasant environment for all people and animals.

## Safety

1. Ride at your own risk.
2. All riders must sign a riding release before mounting any horse or pony.
3. Do not leave horses unattended in arenas, outside or in the barn.
4. It is the responsibility of parents/guardians to supervise their children at all times.
5. Do not tie horses to any stall, sliding stall door or fence. Please only use designated areas for tying horses.
6. Dogs are only allowed on the property with manager approval (unless in a car) this is for everyone's safety, including the horses and dogs.
7. Do not exceed the speed limit of 15 mph and keep a lookout for animals and children.
8. Vaccination records and negative Coggins results are required before horses can be boarded on the property.

## Arena & Barn Rules

1. Clean up after your horse when you have finished riding—put away all gear and remove all manure.
2. The barn aisle and wash rack areas are to be kept free of grooming tools, equipment, hair, dirt, hay and manure.
3. We may offer limited access to our indoor arena, outdoor ring, and trails to outside guests. Guests trailering horses to Skalkaho Stables must make prior arrangements with management, and must provide proof of current negative Coggins, and all vaccinations required of boarder's horses BEFORE their horses may visit the property.
4. When leading horses, please use the large sliding door at the South-end of the barn.

## General Conduct

1. Skalkaho Stables is at all times to remain a friendly place suitable for the entire family of the other boarders and clients. No belligerent, malicious, lewd, vulgar, profane or otherwise objectionable conduct or language will be tolerated.
2. No Smoking in the barn, any of the arenas, near hay or shavings or near any animals.
3. Don't use or borrow things that aren't yours unless you have permission from the owner.
4. If you move something, please put it back. If you open it, close it (doors, gates, etc.). If you turn it on (water, lights, heaters, etc.), turn it off. If something breaks or needs attention, please let management know.
5. Don't feed treats to any horse that you do not own unless you have permission from the owner.
6. Please be respectful that the house is a private residence and please do not drive beyond the white gates on the North-end of the property.

*We reserve the right to remove or refuse entry to anyone who violates any of these rules.*



## Ranch Hours

When the ranch is open for boarders and their guests to visit.

<i>Mondays</i>	Closed
<i>Tuesdays</i>	9am - 8pm
<i>Wednesdays</i>	9am - 8pm
<i>Thursdays</i>	9am - 8pm
<i>Fridays</i>	9am - 8pm
<i>Saturdays</i>	9am - 8pm
<i>Sundays</i>	9am - 3pm

## Business Hours

When the staff of Skalkaho Stables are available to assist our guests with their needs.

<i>Mondays</i>	Closed
<i>Tuesdays</i>	9am - 5pm
<i>Wednesdays</i>	9am - 5pm
<i>Thursdays</i>	9am - 5pm
<i>Fridays</i>	9am - 5pm
<i>Saturdays</i>	9am - 5pm
<i>Sundays</i>	9am - 3pm



# Deworming Program

## Resisting Dewormer Resistance

Here at Skalkaho Stables, we have decided to commit ourselves to preventing the development of dewormer resistant parasite populations at our ranch. As an equine facility, many horses come and go, which not only makes us more susceptible to biological issues, but it makes us a hub from which such issues can be spread beyond. This is why we are very strict about requiring vaccinations, negative Coggins tests, and quarantining all new residents. Therefore, when it comes to the way we manage the parasite population at our facility, using the best practices to manage both the health of our horses and preventing the development of a localized resistance to the very drugs that we use to manage that health is no different. After working closely with local Veterinarians, we determined that using **diagnostic testing and targeted deworming** is the best practice.

We use **Fecal Floats** as a diagnostic test to determine the horses that are the “high shedders”, or the horses that are contributing the most to the shedding of strongylid eggs in their manure.

Then, we use **targeted deworming** to treat only those horses that are determined to be the high shedders. This results in lower overall use of dewormer, which helps to prevent the development of dewormer-resistant strains of parasites. This also has the added benefit of reducing the amount of the dewormer chemicals finding their way into the water table and soil at our ranch (the water your horse drinks, and the soil that produces grass that they eat.)

## Program

Our program will be carried out as follows:

1. We require that all resident horses have fecal samples tested once a year . We will collect fresh fecal samples and perform the McMaster Fecal Egg Count Procedure, and the owner will be charged according to the rate schedule.
2. If a fecal comes back with a moderate or high shed count we will receive guidance from the vet on the best dewormer to use..
  - a. The test will then be repeated later in the year to determine if further deworming is necessary.
3. If the fecal does not come back with a high shed count, then no action is necessary.
4. Every resident horse will receive a dewormer in the fall that targets tapeworms, as they cannot be traced in fecal samples.

## Benefits

- In addition to the benefits described above, this program can prove to be cheaper than traditional deworming schedules that see your horse receiving dewormer four or more times a year.
- Even if your horse requires deworming, we can monitor the effectiveness of the dewormer and adjust the treatment accordingly. This can help reduce the overall amount of dewormer that your horse receives.



# Boarding Stable Agreement

Witness this agreement on January 1, 2023 by and between Skalkaho Stables Company, hereinafter referred to as "Stable," and Owner Name, hereinafter referred to as "Owner."

## 1 Fees, Term, and Location

- 1.1 Owner acknowledges and accepts those terms set forth in the rate schedule as issued by Stable, whether said rates be daily, weekly, or monthly. Updates to rate schedule shall be applicable upon announcement of new rate schedule. In the event the subject animal is removed from the premises for any reason and returned, this agreement shall be deemed reinstated at rates applicable at the time of said return.
- 1.2 The boarding fee is due upon the 10th of the preceding month. In the event said payment is overdue by 5 (five) days, Owner will be charged a late fee in accordance with the terms listed in the invoice or otherwise stated by Stable.
- 1.3 Stable shall be entitled to assert a lien against said horse, and the property upon the premises as described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said horse and/or equipment for the amount due in accordance with the laws of the State of Montana.
- 1.4 Concurrently with Owner's delivery of this agreement, Owner shall deposit a sum equal to \$0.00 with Stable as security for the full and faithful performance of Owner's obligations under this Agreement, to pay any sums, including without limitation such additional amount as may be owing under any provision hereof. Upon the receipt of this agreement and deposit, Stable agrees to make available the boarding space agreed to for Owner to begin boarding said horse on or within two weeks after January 1, 2023.
- 1.5 Upon any breach of the foregoing obligations by Owner, Stable may apply all or part of the Security Deposit as full or partial compensation. Stable shall not be required to keep this Security Deposit separate from its general funds, and Owner shall not be entitled to interest on the Security Deposit. In no event may Owner utilize all or any portion of the Security Deposit as a payment toward any sum due under this Agreement. Any unapplied balance of the Security Deposit shall be returned to Owner within 30 days following the termination of this Agreement and Owner's vacation of horse and property of the Premises.





- 1.6 The initial monthly charge applicable to the services as set forth below shall be \$0.00 per month.

**2 Description of Horse to be boarded**

- 2.1 Owner agrees to submit a fully completed Horse Information Sheet for each horse boarded upon execution of this agreement. The terms and conditions set forth herein shall be applicable to all animals Owner moves to the Stable, hereinafter referred to as "Horse"

**3 Feed, Facilities and Services.**

- 3.1 Stable agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the horse. Owner acknowledges Owner has inspected the facilities and finds same in safe and proper order. Owner has a continuing duty to inspect said premises and will be deemed to have accepted and consented to the condition of the premises on an ongoing basis for such time as Owner's horse continues to be boarded on or occupy the premises.

**4 Risk of Loss and Standard of Care**

- 4.1 During the time that the horse is in custody of Stable, Stable shall not be liable for any injuries to horse or rider, or death of horse or rider, arising out of or being connected in any way with the boarding of said horse, except in the event of gross negligence, willful and wanton disregard, or intentional acts on the part of Stable on the part of Stable, its agents, and/or employees. This includes, but is not limited to, any personal injury or disability the horse Owner, or Owner's guest, may receive on Stable's premises.
- 4.2 Owner fully understands that Stable does not carry any insurance on any horse not owned by it for boarding or for any other purposes, whether 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 in the possession of, and on the premises of Stable are to be borne by Owner. Stable strongly recommends equine mortality insurance be obtained applicable to the subject horse by Owner.
- 4.3 The standard of care applicable to Stable is that of ordinary care of a prudent horse owner and not as a compensated bailee.

**5 Hold Harmless**

- 5.1 Owner agrees to hold Stable harmless from any and all claims arising from damage or injury caused by Owner's horse to anyone and defend Stable from any such claims.



Owner agrees to disclose any and all hazardous or dangerous propensities of Horse boarded with Stable.

## **6 Emergency Care**

- 6.1 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 blacksmith care required for the health and well-being of said horse. All costs of such care incurred shall be paid by Owner within fifteen (15) days from the date Owner receives notice thereof, or Stable is authorized, as Owner's agent, to arrange direct billing to Owner.
- 6.2 Stable shall assume that Owner desires surgical care if recommended by a veterinarian in the event of colic or other life-threatening illness, unless Stable is instructed herein or on Horse Information Sheets, by Owner that Horse is not a surgical candidate.
- 6.3 Owner agrees to notify Stable of any and all change of addresses, emergency telephone numbers, itineraries or other information reasonably necessary to contact Owner in the event of an emergency. In the event Owner departs for vacation or is otherwise unavailable, prior to departure Owner shall notify Stable as to what party is authorized to make decisions in Owner's place with regard to the health, well-being, and/or medical treatment of the horse.

## **7 Shoeing/Trimming, Worming, and Veterinary Needs**

- 7.1 Owner must participate in Stable's worming, immunization, shoeing/trimming, and teeth floating program, the cost of which shall be borne by Owner. In the event same is not accomplished and proof of same presented to Stable within thirty (30) days from the due date of such services or veterinary treatment, Stable is authorized to arrange for such treatment, but not obligated to do so; such expense shall be the obligation of Owner, and upon presentation by Stable of the bill for such services rendered, including service charges, any bill shall be paid within fifteen (15) days from the date the bill is submitted to Owner.
- 7.2 Owner agrees to provide Stable with all health records with regard to the horse.
- 7.3 Stable will carry-out fecal float testing in line with worming program, and bill Owner for such testing, without notification to Owner unless otherwise requested.

## **8 Ownership-Coggins Test**



- 8.1 Owner warrants that he/she owns Horse, that Horse is not positive for Equine Infectious Anemia (hereinafter referred to as "EIA"), and will provide proof satisfactory to Stable of a negative Coggins test upon request.
- 8.2 Should it be found that Horse was positive for EIA, Owner will be responsible for compensating Lessee for any loss of revenue arising out of exposure of Lessee's property and possible infection of the horses on said property. In addition, Owner will be responsible for any loss-of-use of Owner's horses and those of Owner's clients that also reside on the property.
- 9 **Termination of This Agreement and Move-Out**
  - 9.1 It is agreed by the parties that this agreement may be terminated by Owner upon written notice received thirty (30) days prior to termination regardless of the rental period. If Owner fails to give thirty (30) days written notice, Owner will be responsible for the normal amount owed for boarding a total of thirty (30) days beyond the date of termination of this agreement.
  - 9.2 Notice of termination by Owner must declare a move-out date. Unless otherwise agreed by both parties, no additional prorate of board will be provided if Owner removes Horse prior to move-out date, and Owner will be charged at the posted daily rate for every day past move-out date that Horse is still on the premises.
- 10 **Rules, Regulations and Eviction**
  - 10.1 Owner agrees to abide by all the rules and regulations of Stable. Owner acknowledges that it is critical to Stable's willingness to board owner's horse that certain rules be established and maintained. Owner agrees to abide by all rules established by Stable in writing.
  - 10.2 Changes to rules, rates, hours, and any other details of the services provided by Stable are effective immediately when posted, mailed, or emailed to the mailing address or email address provided by Owner.
  - 10.3 Stable reserves the right to terminate this agreement without cause. Said termination will be effective as soon as notification is given verbally or in written notification including but not limited to email, text message, or written notification posted on stall/paddock/pasture. Owner will have seven (7) days to remove Horse and all personal property of Owner from the premises. Failure to abide by and adhere to all rules will result in Stable terminating Boarding Agreement.
  - 10.4 In such case, Owner shall be solely responsible for removing the horse and personal property within said notice and for all fees incurred during the horse's(s') presence



upon the premises. Stable will refund any overage in boarding fees less any damages within thirty (30) days under this provision only. Owner will be charged at the posted daily rate for every day beyond the notice period that Horse is still on the premises. Stable has the right in its sole and unreviewable discretion to do so. In the event someone other than Owner shall call for the horse, such person shall have written authority signed by Owner to obtain said horse.

## **11 Right of Lien**

- 11.1 Owner is put on notice that Stable has a right of lien as set forth in the laws of this state, for the amount due for the board and keep of such horse, and also for storage and services, and shall have the right without process of law, to retain said horse until the amount of said indebtedness is discharged. However, Stable will not be obligated to retain and/or maintain the horse in question in the event the amount of the bill exceeds the anticipated unregistered value of the horse.
- 11.2 In the event Stable exercises Stable's lien rights as above described for non-payment, this Agreement shall constitute a Bill of Sale and authorization to process transfer applications from any breed registration as may be applicable to said horse upon affidavit by Stable's representatives setting forth the material facts of the default and foreclosure as well as Stable's compliance with foreclosure procedures as required by law.
- 11.3 In the event collection of this account is turned over to an attorney, Owner agrees to pay all attorney's fees, costs, and other related expenses for which a minimum charge of \$500.00 will be assessed.

## **12 Property in Storage on Stable's Premises**

- 12.1 Owner may store certain tack and equipment on the premises of Stable at no additional charge to Owner. However, Stable shall not be responsible for the theft, loss, damage or disappearance of any tack or equipment or other property stored at Stable as same is stored at Owner's risk. Stable shall not be liable for the theft, loss, damage, or disappearance of any tack or equipment taken to horse shows or clinics.
- 12.2 Vehicles/trailers may only be stored with Stable's permission and will be charged at the posted rate.

## **13 Inherent Risks and Assumption of Risk**

- 13.1 The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to



the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential for a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

- 13.2 The undersigned acknowledges that they are aware of Montana Code Annotated 27-1-727 below:

*27-1-727. Equine activity liability limitations. (1) Except as provided in subsections (2) and (3), an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.*

*(2) An equine participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in equine activities.*

*(3) Subsection (1) does not apply:*

*(a) if the equine activity sponsor or the equine professional:*

*(i) provided the equipment or tack and the equipment or tack caused the injury because the equine activity sponsor or equine professional failed to reasonably and prudently inspect or maintain the equipment;*

*(ii) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely engage in the equine activity and the participant's ability to safely manage the particular equine based on the participant's representations as to the participant's ability;*

*(iii) owned, leased, rented, or otherwise was in lawful possession and control of the land or facilities upon which the participant sustained injuries caused by a dangerous latent condition that was known or should have been known to the equine activity sponsor or the equine professional;*

*(iv) committed an act or omission that constituted willful or wanton disregard for the safety of the participant and the act or omission caused the injury; or*



- (v) *intentionally injured the participant; or*
- (b) *in a products liability action.*

Initial \_\_\_\_\_

**14 Entire Agreement**

- 14.1 This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Montana, and shall be enforced and interpreted in accordance with the laws of said State.

**15 Enforceability of Contract**

- 15.1 In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Signature	Name	Date
Street	City	State
Phone	email	Zip

Skalkaho Stables Company

784 Arena Rd.  
Hamilton, MT 59840  
(406) 578-8181  
info@skalkahostables.com