

One-Day HORSE RESERVATION AND LEASE AGREEMENT

I, _____ (print name) wish to lease horse(s) from Montana Horses, Inc. for the purpose of a recreational horseback riding.

Number of Horses: _____

Date and time of delivery/pick up and retrieval/return _____

Tack needs: _____ (ride or pack)

I am a qualified horseperson with the ability to and knowledge of how to care for and ride a horse properly. I am my own guide and outfitter. I understand that while in my possession, the horses are fully my responsibility and I agree to provide the CARE and WATER required to keep the horses healthy, sound, and in good performing condition.

I understand that should a horse become injured, sore, lamed, or in any way be rendered temporarily unusable due to my use of the horse(s), I am liable for and will pay a \$500 penalty charge for each injured horse. I understand that should the horse(s) die FOR ANY REASON or be rendered permanently unusable, while in my possession or due to my use of the horses, I agree to pay Montana Horses \$2500. I understand Montana Horses, Inc. will be the sole judge in this matter.

LIST THE NAME, WEIGHT, HEIGHT, AGE, AND RIDING ABILITY OF EACH RIDER WHO WILL BE USING A HORSE LEASED UNDER THIS AGREEMENT:

WARNING

UNDER MONTANA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY RESULTING FROM THE RISKS INHERENT IN EQUINE ACTIVITIES, PURSUANT TO M.S. 27-1-727

I agree to be responsible for the safety and supervision of any persons riding or using said horses, acting in the capacity of agent for such persons, during the term of this Lease Agreement. I fully understand and agree that Montana Horses shall not be held responsible for any claims which may be brought by any person or persons for the use of said horses. I agree that Montana Horses shall be held blameless for such use, and I further agree that I will indemnify Montana Horses against such if any. I understand that there are significant risks inherent in equine activities that could result in injury or death to me or any persons riding or using these horses. I understand that I am responsible for my own safety and those who use these horses. Montana Horses makes no guarantees about any aspect of said horses' temperament, health, or appropriateness and implies no guarantee as to the safety of the horses or to my safe involvement with these horses. I acknowledge that Montana Horses' base of operations is in Gallatin County, Montana. I agree to submit myself to the exclusive jurisdiction of the courts of Gallatin County to enforce or defend any rights under this Lease Agreement or any actions arising from the subject matter of this Lease Agreement. I shall pay all costs and attorneys' fees from any legal proceedings which I may bring contrary to this agreement and which is received in favor of Montana Horses, its agents, servants or employees. I agree to adhere to the provisions of Montana statute 27-1-727.

I agree to pay the lease fee of \$_____ per day, per horse. Payment in full for lease fee must be received two weeks prior to the event. Cancellations will not be refunded, but rescheduling may be possible. I understand that Montana Horses will be reserving the horses and staff specifically to accommodate this ride and agree to use the horses that I am reserving or be fully liable for the lease fee in the event of my cancellation. Montana Horses or an agent of Montana horses can deliver and retrieve the horse(s) to my location for \$2.50 per loaded mile. Trailer rentals are available for \$_____ per day.

I HAVE READ THIS LEASE AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH WITHIN:

Signature: _____ Date _____

Address: _____

Phone: _____ email: _____