

# ARROWHEAD IMPROVEMENTS ASSOCIATION, INC.

## Boarding Facility Use Agreement

This Boarding Facility Use Agreement (this "Agreement") is entered into as of the dates set forth below with the signatures and is between Arrowhead Improvements Association, Inc., a Colorado nonprofit corporation (the "Association") and the undersigned users ("You" or "Your").

### I. Recitals

- A. Pursuant to Article V, Section 3 of Arrowhead in Gunnison Country's Declaration of Protective Covenants and Restrictions (Covenants), Arrowhead Improvements Association, Inc., a Colorado non-profit corporation (the Association), provides facilities for the temporary boarding of riding horses owned by site owners (Members) and their guests on lands owned or controlled by the Association so long as adequate demand can be demonstrated.
- B. The term "horse" as used herein is used in its broadest sense to encompass any equine as defined by C.R.S. § 13-21-119(2)(b); provided, however that it does not include mares with foals.
- C. The boarding facility is located on property owner by the Association adjacent to the historic Winter Parking Lot and consists of such corrals as may be erected and maintained from time to time by the Association, access to water and a designated space to park a horse trailer. All boarding facility parking shall be located as close to the corrals as feasible, but shall be within the existing parking lot. The Association may, on a first come first serve basis, allow an owner (but not an owner's guest) to set up an independent horse corral owned by the owner if space is available and the owner has executed the Corral Addendum.
- D. You have one or more riding horses that You would like to board at Arrowhead's boarding facility on a temporary basis. Please describe each horse below:

Name	Age	Breed	Gender	Color/Markings

### II. Agreement

In consideration for the use of the boarding facilities and in satisfaction of the Association's obligations under the covenants, the parties agree as follows:

1. The boarding facilities are for the temporary use of the Association's Members and their guests on a first come, first serve basis.
2. By providing the boarding facilities to the Members and their guests, the Association is considered an equine activity sponsor under Colorado law. Pursuant to Colorado Revised Statute Section 13-21-119, an equine activity sponsor is not liable for any injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities. You and your guests understand this means that if you or your guests are injured or killed while participating in equine activities, neither you nor successors or heirs (nor your guests or their successors or heirs) will be entitled to make any claim, maintain an action against, or recover from an equine activity sponsor, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. The Association does not provide any tack or equipment. The Association does not provide any animals for use. Neither the Association nor any of its agents provide any instruction relating to riding, driving or being a passenger on a horse.
3. You shall not board any horse at the boarding facility that is not current with its vaccinations and de-worming, nor shall You board any horse that has a known contagious illness or serious behavioral problem. By allowing a horse at the corrals, the Association is not certifying its health, vaccine status, nor behavioral safety. You are required to determine whether you accept the risks of boarding at the facility. The Association is not liable for any injury or death suffered by any horse caused by any other horse nor as may be caused by injury suffered because of any physical features of the boarding area. By boarding with the Association you assume the risks associated with the introduction of your horse to the facility and other horses.
4. You are required to thoroughly inspect the facility, including all of the surrounding ground, before using the facility and on a daily basis for any defects that may cause injury to yourself or your horse. The Association does not undertake this inspection. If there are latent defects, it is your obligation to discover those defects and promptly report them to the Association.
5. The Association is not making, and is not liable for, any decisions regarding placement of horses or boarding of the horses, such as which horses should be corralled next to each other. The protocol shall be one horse per corral unless horse owners agree to corral horses together. The owner or guest of the owner shall pick a vacant corral and notify the Association of the corral number. If, for any reason, you or your guest relocates your horse or your guest's horse to another corral, you must notify the Association. The Association is not liable if an owner places a horse in an already occupied corral without the consent of the owner of the horse currently in the corral. If you believe a horse has a sufficient behavioral problem to warrant its removal from the facility, you must promptly notify the Association. The Association may not own all of the corrals and any corral not owned by the Association is set aside specifically for use by that owner, but not for owners at large. The Association performs no inspection for the safety, security, reliability or any other characteristic relating to the appropriateness of the corrals for use. You agree to make these determinations and to be solely liable for the consequences.

6. Members and guests shall limit their equine activities to the corral area, roads within Arrowhead in Gunnison Country Subdivision, open meadows in the common areas as authorized by the Association and any adjacent public lands. In no event shall Members or guests ride on private property owned by Arrowhead residents nor otherwise engage in any activity that violates the governing documents of the Association. Nothing contained in this agreement provides any Member nor their guest with any permission to act inconsistently with the governing documents for the Association.
7. Any vehicle or trailer parked in the parking lot shall be restricted to a specific location and it shall be a violation of this agreement to park elsewhere. If a specific location is not provided, parking shall be at the first available parking space located in the existing parking lot that is adjacent to, otherwise as close as possible to, the corrals. Trailers and equipment shall be maintained in a neat and orderly fashion. Truck parking shall not be permitted overnight and shall be limited to those times when you are present.
8. A water faucet is provided for the Members and guests to provide water for the care of their animals. Members and their guests shall take precautions to use water in a reasonable and responsible way and will take measures to ensure that water does not run out excessively on the ground. The Association, however, shall not be liable to Members or their guests for any shortage of water caused by the company providing water to the Arrowhead Subdivision.
9. Care of animals and liability for animals kept at the boarding facility are the sole responsibility of the Members and their guests. You are solely responsible for the care of your horses. If the Association observes that your horse is not being properly cared for or is abandoned, the Association may make a reasonable attempt to locate you and give a warning to you to either remove or care for the animal within 24 hours. If such warning is not acted upon, the animal may be removed by the Association and boarded, sold or destroyed at the Association's option. You will be responsible for all costs incurred by the Association in this process, including all transportation costs and all attorney's fees and costs. The Association shall not provide any feed, supplements or veterinary supplies.
10. You will remain fully responsible for the health and safety of your horse(s) boarded at the facility. The Association shall not be liable for death, sickness and or accident including consequential damages caused to the horse(s). You agree to indemnify and hold the Association completely harmless and not liable for any personal injury, death, damage and loss caused to you, your guests and any third party for any and all liabilities, claims, damages, losses (including lost personal property at the corrals or in any vehicle or trailer left at the boarding facility), counterclaims, cross claims, debts, attorney's fees and costs (as the same are incurred) or other demands arising out of or relating to your horse(s) and your use of the facility, including without limitation all attorney's fees incurred by the Association as such fees are incurred in any action by you or a third party because of personal injury suffered because of actions taken by your horse (bucking, biting, kicking, etc.).

11. All feed for the horse(s) shall be contained within a closed vehicle or enclosed in a metal container which is wildlife proofed so as to reduce the risk of access by bears and other natural predators. All hay or other animal feed will not contain noxious weeds and will otherwise comply with state law.
12. You shall be responsible for the regular removal of manure, hay and straw from the corrals used by your horse(s) to an area designated by the Association or otherwise off of common area. If you fail to remove the manure, hay or straw from such corrals, the Association may cause the same to be removed and may charge the expense of same to be billed to the Member as an assessment pursuant to Article VI of the Covenants. Removal of manure, hay and straw must be accomplished no less frequently than weekly.
13. The Association shall be responsible for the general maintenance and repair of the panels comprising the corrals. The Members and guests shall notify the Association immediately if they become aware of any potential or unsafe condition. All contact of the Association shall be through the individuals identified below.
14. Smoking is not permitted in or around the boarding facility or immediate surrounding area. Loitering is prohibited at the corrals. An arena is not provided at the corrals. In respect to other owners in the subdivision, you are required to keep noise levels to a minimum. You are not permitted to access the facility except during daylight hours. Access after dark is only permitted in the case of emergency veterinary care of a horse.
15. Each year in September the Board of Directors of the Arrowhead Improvements Association, Inc. will establish a date that all horses, equipment, trucks and trailers must be removed from the corrals and the parking lot. If you fail to remove your horse or other equipment, trucks, and trailers by that date, the Association may remove the same at your expense and may sell or destroy the same.
16. There are no third party beneficiaries to this agreement. This agreement does not inure to the benefit of other members in the Association nor to other persons that board at the facility.
17. Failure to follow any provision of this agreement shall result, at the Association's sole discretion, in termination of your boarding privileges. Upon termination of your boarding privileges, you will have three calendar days to remove your horses. You may be notified of the termination of your boarding privileges orally or in writing. Removal of your horses or termination of this agreement will not relieve you of any liability for damages caused by your breaches of this agreement.
18. In the event of any dispute arising out of or relating to this Agreement or the interpretation of this Agreement or any alleged breach of this Agreement, the Association shall be entitled to recover all of its reasonable attorney's fees and costs (including costs and legal fees in collection and appeal and expert fees) from You.

19. The use of the boarding facility is on a first come, first serve basis. If you do not have your horse(s) at the boarding facility overnight during the term specified in this Agreement for more than two consecutive nights, you will be deemed to have vacated the boarding facility, the corral to be used by your horse(s) may be used by others and the term of your use of the boarding facility under this Agreement will have expired.

20. Members and guests shall be required to execute and deliver this Agreement and certification of a negative Coggins test, prior to access to the boarding facility.

Owner Name: \_\_\_\_\_ Arrowhead Address: \_\_\_\_\_

Arrowhead Phone: \_\_\_\_\_ Owner Cell Phone: \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Arrival Date	Departure Date	Vet Certificate	State License	License #	Coral # (s)

**If You have a guest horse, please complete the following**

Horse Name \_\_\_\_\_ Age \_\_\_\_\_ Breed \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_

Guest Name \_\_\_\_\_ Guest Cell Phone \_\_\_\_\_

Arrival Date	Departure Date	Vet Certificate	State License	License #	Coral # (s)

*For office use only: Notes* \_\_\_\_\_

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