

You Could Lose More Than Your Horse – Perils of the "Standard" Boarding Contract

By Albert S. Frank, LL.B.

When you choose a riding stable you will probably be asked to sign a "standard" contract or release. Since it is "standard," you probably think that it contains clauses generally accepted in the industry as being fair to all concerned.

Unfortunately, the occasional stable has a different view of "standard." They use documents that are very dangerous to the horse owner. They are "standard" only in that the stable tries to get everyone to sign them, not because they are fair. Some documents contain clauses along these lines:

I release and discharge, Stable and its employees and other persons on Stable's premises with the permission of Stable from any claims, damages, costs, and other liabilities regarding the death, injury, loss, or damage to me or my horse or any other property of mine, arising from my use of the premises even though such death, injury, loss, or damage may have been contributed to or caused by the negligence of Stable or anyone present at the Stable premises with the permission of Stable.

To take one of many possible examples of negligence, suppose that you are riding your horse at the Stable premises when a stable employee or guest, through careless (negligent) handling of a pitchfork, accidentally jabs your horse. You are thrown and injured, and your horse bolts, falls into a

hole, and is so badly injured that it has to be destroyed. According to the above clause, you would not be entitled to claim any compensation from Stable or its negligent employee or guest for your pain and suffering, your medical bills, or the loss of your horse.

Why? Because you agreed to "release and discharge" them from any "liabilities arising" even though the loss may have been "contributed to or caused by the negligence of Stable or anyone present... with the permission of Stable."

Here is an even more dangerous clause:

I agree to indemnify the Stable and its employees and other persons on the Stable premises with the permission of the Stable, against any liability incurred by them in connection with my use of the Stable premises, even though that liability may have been contributed to or caused by the negligence of such persons or other people using the premises.

To take the above example of the negligent employee or guest who pitchforks your horse, suppose that when it bolts your horse also knocks over a man who is doing welding near a stable, sending his blowtorch rolling into the stable, and this causes a fire in which many extremely expensive horses are killed. Under this clause you could have to pay the owners for the loss of their extremely expensive horses.

Why? Because by agreeing to "indemnify" you are agreeing to reimburse Stable and others for any amounts they might have to pay anyone for losses arising from the negligence

of Stable's employees or the negligence of anyone present with Stable's permission. So long as the problem arises "in connection with" your use of the premises - which could possibly be the case if you, or your horse, are part of the chain of events leading to the loss - this clause is triggered. A dispute could have to go all the way to a trial for a judge to decide whether, in a particular case, the problem arose "in connection with" your use of the Stable premises.

You should also notice the words "or other people using the premises," which suggest that even if the problem is caused by the negligence of a trespasser, you would still have to indemnify.

Can you afford to pay for the loss of several horses? As you can see, you could not only lose your horse without getting any compensation, but could also be responsible for paying huge amounts to others, all because of the negligence of a stable employee or guest or even a trespasser.

Another troublesome clause is:

I represent that I have insurance for personal, property and third party liability and that this insurance includes coverage sufficient for any liability that may be incurred by me or my property or caused by me or my property to others or their property in connection with the boarding and riding of my horse or the riding of other horses by me.

Notice the words "*sufficient for any liability which may be incurred...*" You could not honestly sign a document containing that clause, because you have no way of knowing

what insurance might be "*sufficient*." You have no possible way to know in advance how large the loss could be, so how could you know that your policy is large enough?

Moreover, the mere signing of a document with the clauses discussed above might be a breach of your insurance policy and might therefore eliminate your insurance coverage.

In choosing a stable you should consider not just such factors as the convenience of the location, the beauty of the scenery, and the quality of treatment of the horses, but also whether the stable is one of those that is trying to get people to sign dangerous "standard" contracts or releases.

In the real world things often go wrong, sometimes in unusual and unlikely ways. Rather than gamble that nothing involving you or your horse will ever go wrong – a gamble that could cost you everything if you lose – I suggest that you have any papers reviewed by your lawyer and insurance agent, prior to signing.

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*Albert S. Frank is a business trial lawyer
(commercial litigator).*

E-mail: afrank@FrankLaw.ca

Web: www.FrankLaw.ca

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