

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION

August 2, 2016

The Regular Meeting of the Golden Rain Foundation of Laguna Woods Board of Directors, a California non-profit mutual benefit corporation, was held on Tuesday, August 2, 2016, at 9:30 A.M., at 24351 El Toro Road, Laguna Woods, California.

Directors Present: John Parker, Beth Perak, John Beckett, Joan Milliman, John Luebbe, JoAnn diLorenzo, Mary Stone, Kathryn Freshley, Judith Troutman, Richard Palmer

Directors Absent: None

Staff Present: Open Session: Brad Hudson, Lori Moss, Kim Taylor,
Executive Session: Brad Hudson, Lori Moss, Kim Taylor,
Blessilda Fernandez

Others Present: Fred Whitney and Robert Hartley of Neuland Whitney & Michael, Corporate Counsel

CALL TO ORDER

Acting President John Parker served as Chair of the meeting and stated that it was a regular meeting held pursuant to notice duly given and that a quorum was present. The meeting was called to order at 9:30 AM.

PLEDGE OF ALLEGIANCE TO THE FLAG

Director Richard Palmer led the membership in the Pledge of Allegiance to the Flag.

ACKNOWLEDGEMENT OF MEDIA

A representative of the Laguna Woods Globe and the Channel 6 Camera Crew, by way of remote cameras, were acknowledged as present.

APPROVAL OF AGENDA

Director diLorenzo moved to approve the agenda as written. Director Luebbe seconded the motion. By a vote of 9-0-0 the motion carried.

APPROVAL OF THE MINUTES

Without objection, the regular meeting minutes of July 5, 2016, was approved with scriveners errors noted on page 5 of 6.

Without objection, the Special Open session meeting of July 6, 2016 was approved as written.

Director Freshley moved to amend the Special Open Session meeting of July 11, 2016 by adding under Adjournment "For the purpose of the Freshly/Stone matter" as shown below:

"During the Executive Session meeting the Board discussed and considered litigation matters and a litigation committee, for the purpose of the Freshley/Stone matter, was formed consisting of Directors Parker, Perak and Beckett." Director Beckett seconded the motion. By a vote of 8-0-1 (Director diLorenzo abstained) the motion carried.

CHAIR'S REPORT

Chair Parker revisited some of the events from the past two months, Director Margaret Klein resigned, Director Richard Johnston resigned, the Board was informed of the Judge's decision to reinstate Kathryn Freshley and Mary Stone to the GRF Board of Directors, John Luebbe and Joan Milliman were off the Board and later elected back on the Board, taking the two open positions. Mary Stone was elected Treasurer and Mike Comer resigned. Chair Parker announced that the Board is accepting applications for the open position and the close of nominations is August 13, 2016, at 12:00 PM. Chair Parker spoke of the annual elections in November and that the Board continues to address the needs of the Community and that the Board's highest priority is to support and facilitate the transition. Chair Parker thanked Director Judith Troutman for staying the course during her illness and thanked Director Beth Perak for her hard work and dedication. Chair Parker encouraged the GRF Directors to find a way to work together in spite of their differences and support each other and the decisions of the majority of the Board.

Update from VMS – Director Lucy Shimon

Ms. Lucy Shimon, Director, Village Management Services, Inc. (VMS) spoke to the Board about the enthusiasm from the Staff. Director Shimon spoke to the progress of the Transition, HUB International was chosen as the new Insurance Broker and finalists have been selected for the Controller position. The Strategic Plan is complete and has been distributed to all Directors. Director Shimon announced that the Human Resources Policy manual is now complete, and gave a brief overview of the Gate 5 project, which will be completed soon.

CEO REPORT

Mr. Bradley Hudson, CEO/General Manager, commented on change and stated more changes are coming soon. Mr. Hudson commented on the new gate access system which will make it much easier for the resident to call in guests. Mr. Hudson stated that Staff is excited about the new website; he spoke to transparency and money savings with Granicus implementation. Mr. Hudson stated that the Community Activities Committee has been very active and cleanup efforts are ongoing at the Clubhouses. The gate roll out project is going to be very big with town hall meetings, Robo Calls, flyers, etc. to get the word out. Mr. Hudson stated that Residents and Directors should anticipate a responsible budget and the televised budget meetings are next week. The Community Activities Committee has made recommendations to the Emeritus Program and spoke to reduction of the Emeritus Program resolution being tabled today in an effort to try other areas to fix the issues.

OPEN FORUM

- Sue Margolis (34-C) commented on the Garden Centers and asked for a fence to secure the area and building an adequate gym.
- Katherine Baum (3276-A) stated she has a very positive feeling and spoke to being just and fair to everyone in Laguna Woods Village.
- Carol Moore (3399-A) commented on tabling of the Emeritus Program agenda item, and the placing of jitneys to alleviate parking problems.

- Fred Sherman (3161-A) commented on Direct Election of GRF Board Members and stated that he is in favor of Direct Election.
- Mareka Raima-Montegnies (5519-3C) thanked staff and stated that she is happy to see Kathryn Freshley and Mary Stone back on the Board. She spoke to the smell of the lake and the fish, golf course has red ants, and steel plates on the road.
- Pamela Grundke (2214-B) stated that she enjoyed Chair Parker's comments and welcomed Kathryn Freshley and Mary Stone Back on the Board and wished everyone success.
- Maxine McIntosh (68-C) commented on Direct Election for GRF and Clubhouse 3 posting of Agendas.
- Franklin Smith (5369-3D) commented on the future and Third Mutual calling of a recall in Closed Session and stated that Leisure World Seal Beach posts agendas and minutes on their website, and stated that Kathryn Freshley should be made President again.
- Juanita Skillman (2154-N) commented on GRF and VMS Staff on implementation of new computers at the Library and thanked Chuck Holland and his staff, invited everyone to come to the Library, and commented on the "See Something, Say Something" program.
- Dr. William Reinhardt (2012-A) commented on having decisions in writing and using good business judgement.
- Barbara Copley (410-D) commented on vandalism of the Laundry Rooms in the Community.

GRF Directors Kathryn Freshley, John Luebbe, Richard Palmer, Mary Stone, Beth Perak, Joan Milliman, JoAnn diLorenzo, John Beckett, and John Parker briefly responded to Members' Comments.

CONSENT CALENDAR

Without objection, the Board approved the Consent Calendar as written and the Board took the following actions:

Community Activities Committee

Approved the request from the Duplicate Bridge Club for an exception to the Recreation Division Policy to allow the club to hold a rollover reservation for 2017; only, as the rollover reservation policies and procedures are under review, in the Clubhouse Seven Main Lounge on July 4th from 9:00 A.M. to 2:00 P.M. for a bridge event.

Approved the request from the Al-Anon Club for an exception to the club roster policy.

COMMITTEE REPORTS

Director Mary Stone reported from the Finance Committee and presented a financial update.

Director Beth Perak reported from the Community Activities Committee.

Director Luebbe moved to approve the Archery Clubs request to allow Resident Archery Club Members to use Clubhouse One, Shuffleboard Building B as an Archery Range, subject to the following conditions. Director Beckett seconded the motion. Discussion ensued.

Paula Minnehan (65-H), Maxine McIntosh (68-C), Bill Brown (3373-B), Yingtao Gan-Vanderlinde (3421-3E), Susan Brown (3373-B), Ryna Rothberg (704), Marvin Rawitch (5510-B), Juanita Skillman (2154-N), and Franklin Smith (5369-3D) commented on the motion.

By a vote of 8-0-1(Director Troutman abstained) the motion carried subject to the following conditions:

- The Club shall pay all expenses related to the CUP application.
- The Club shall pay for all materials required to establish the range including ongoing maintenance.
- The Club will coordinate with Recreation when they would use the facility and how and when the court could be used by others. Where and how equipment would be stored.
- Liability and property damage insurance naming GRF.
- Indemnification Agreement between the Club and GRF.
- Compliance with all CUP conditions of approval and standards in Section 13.26.220 of the City's Municipal Code.
- An inspection of the facility by the City/VMS prior to occupancy.
- The Club will not hold any outside tournaments.
- All guests are required to be 18 and over
- The temporary use of Shuffleboard Building B does not set a precedence for an archery facility when Clubhouse One is renovated.

Director JoAnn diLorenzo reported from the Media and Communications Committee.

Secretary of the Board, Director Judith Troutman, read a resolution approving revisions to the Media and Communications Committee Charter. Director Troutman moved to approve the resolution. Director Milliman seconded the motion. Discussion ensued.

Without objection the Media and Communications Committee Charter was tabled.

Director Dick Palmer reported from the Energy Committee.

Chair John Parker reported from the Landscape Committee.

Director John Beckett reported from the Laguna Woods Village Traffic Hearings.

Director John Beckett reported from the AED Task Force.

Director Judith Troutman reported from the Maintenance and Construction Committee.

Director Judith Troutman reported from the Clubhouse 2 Renovation Ad Hoc Committee.

No report was given from the Security and Community Access Committee.

Acting President John Parker reported from the Mobility and Vehicles Committee.

Directors Judith Troutman and Mary Stone provided a special report from the Contracts and Procedures Task Force.

UNFINISHED BUSINESS

Director diLorenzo moved to table reducing the limit of 100 Saddleback Emeritus classes per semester to 75 by spring semester 2017. Director Perak seconded the motion. Discussion ensued.

Member Dr. William Reinhardt (2012-A), Pamela Grundke (2214-B), and Maxine McIntosh (68-C) commented on the motion.

By a vote of 9-0-0 the motion carried.

Secretary of the Board, Director Judith Troutman, read a resolution approving addition to the Recreation Division Policy regarding GRF policy supersedes all club/organization/group and individual operating procedures and Bylaws, which was postponed in June to satisfy Civil Code §4360. Director Troutman moved to approve the resolution. Director diLorenzo seconded the motion. Discussion ensued.

D. CLUBS AND ORGANIZATIONS

The following requirements must be met for a club/organization to be recognized by GRF:

1. Residents requesting to form a club/organization must first submit a written request to Recreation Staff stating the purpose and/or objective of the proposed club/organization and a list of at least 20 resident names, addresses, and telephone numbers of those requesting membership in the new club/organization.
2. Compliance with the Rules, Policies and Procedures of the Golden Rain Foundation, including the GRF Guest Policy, must be a condition for membership in the club/organization. ***All GRF Policies supersede any written rules or governing documents of clubs/groups/organizations or individuals not directly in compliance with GRF Policy.***
3. The club/organization must be organized for educational, social, cultural, recreation or other non-profit purposes.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-32

GRF Policy will supersede over All Club/Organization/Group and Individual Operating Procedures and Bylaws

WHEREAS, the Golden Rain Foundation has established a Recreation Division Policy to streamline and reduce confusion regarding use of its facilities by residents; and

WHEREAS, the GRF Community Activities Committee is recommending revisions to the Room Reservation Policy;

NOW THEREFORE BE IT RESOLVED, August 2, 2016, that the Board of Directors of this Corporation hereby adopts the policy that GRF Policies supersede any club/organization/group or individual written operating **rules** ~~procedures~~ or bylaws; and

RESOLVED FURTHER, that Resolution 90-16-17 adopted April 5, 2016, is hereby superseded and cancelled to the extent that it differs from the current policy; and

RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

Secretary of the Board, Director Judith Troutman, read a resolution ratifying the approval of \$40,000 and an additional \$3,500, funded from the Equipment Fund, and an unbudgeted operating expense of \$5,000 for the placement and installation of 25 AEDs. Director Troutman moved to approve the resolution. Director diLorenzo seconded the motion. Discussion ensued.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-33

AED's

WHEREAS, On June 7, 2016, the Board of Directors authorized CPR 1 to be hired as the AED provider and approved a supplemental appropriation of \$40,000 funded from the Equipment Fund and an unbudgeted operating expense of \$5,000 for the initial installation and training; and

WHEREAS, 25 AED's will be installed in the following locations, as recommended by CPR 1 in accordance with the American Red Cross Guidelines:

1. Community Center: first floor lobby and third floor lobby.
2. Horse stable: office.
3. Clubhouse Four: main office and pool office.
4. Clubhouse One: main office, pool and fitness center.
5. Clubhouse Three: lobby.
6. Clubhouse Seven: main lobby, tennis court area.
7. Golf Building: Rangers' Golf Carts (2), lobby/restaurant, and Pro Shop.
8. Clubhouse Two: lobby, Lawn Bowling area, and pool area.
9. Nine Hole Golf Course: starter building.
10. Clubhouse Six: pool area.
11. Clubhouse Five: office, pool area; and
12. Garden Centers **one and two**

13. Warehouse

NOW THEREFORE BE IT RESOLVED, August 2, 2016, that the Board of Directors of this Corporation hereby ratifies approval of \$40,000 and an additional \$3,500, funded from the Equipment Fund, and an unbudgeted operating expense of \$5,000 for the placement and installation of 25 AEDs; and

RESOLVED FURTHER, that the officers and agents of this Corporation are directed on behalf of the Corporation to carry out this resolution.

NEW BUSINESS

Director Perak moved to approve postponing revisions to the Equestrian Center Policies and Operating Rules and release form (as attached.) Director diLorenzo seconded the motion.

By a vote of 9-0-0 the motion carried and the revisions were postponed to the September meeting to comply with Civil Code §4360.

Secretary of the Board, Director Judith Troutman, read a resolution approving revisions to the Committee appointments. Director Troutman moved to approve the resolution. Director diLorenzo seconded the motion. Discussion ensued.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-34

GRF Committee Appointments

RESOLVED, August 2, 2016 that the following persons are hereby appointed and ratified to serve on the Committees of this Corporation:

Business Planning

~~Mike Comer, Chair (GRF)~~
~~Margaret Klein, Vice Chair (GRF)~~
~~Richard Johnston (GRF)~~

John Parker (GRF)

Mary Stone (GRF)

JoAnn diLorenzo (GRF)

Jim Matson (Third)

Wei-Ming Tao (Third)

Pat English (United)

Lenny Ross (United)

Henry Nahoum (M50)

Clubhouse 2 Renovation Ad Hoc Committee

Judith Troutman, Chair (GRF)

John Parker, Vice Chair (GRF)

Dick Palmer (GRF)

Bert Moldow (Third)

Bill Walsh (Third)
Jack Bassler (United)
Pat English (United)
Ryna Rothberg (Mutual 50)
Non-Voting Advisors: TBD

Community Activities

Beth Perak Chair (GRF)
Joan Milliman (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
Burt Baum (Third)
Rosemarie diLorenzo Dickins (Third)
Jan LaBarge (United)
Tom Sirkel (United)
John Dalis (Mutual 50)
Non-Voting Advisors: Leon StHilaire, Gail Gomez, Janey Dorrell

Energy Committee

John Luebbe, Chair (GRF)
~~Beth Perak, Vice Chair (GRF)~~
Dick Palmer **Vice Chair**, (GRF)
Kathryn Freshley (GRF)
Bert Moldow (Third)
Bill Walsh (Third)
Eva Lydick (United)
Jack Bassler (United)
John Dalis (Mutual 50)
Non-Voting Advisors:

Finance

Margaret Klein, Chair (GRF)
~~Richard Johnston, Vice Chair (GRF)~~
~~Judith Troutman (GRF)~~
Mary Stone, Chair (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
John Parker (GRF)
Rosemarie diLorenzo Dickins (Third)
Wei-Ming Tao (Third)
Pat English (United)
Lenny Ross (United)
Henry Nahoum (50)
Non-Voting Advisor: TBD

Financial Reporting Study Group

Margaret Klein, Chair (GRF)
~~Mike Comer, Vice Chair (GRF)~~
~~Richard Johnston (GRF)~~
~~Rosemarie diLorenzo Dickins (Third)~~

~~Wei-Ming Tao (Third)~~
~~Pat English (United)~~
~~Lenny Ross (United)~~
~~Non-Voting Advisor:~~

Landscape

John Parker, Chair (GRF)
JoAnn diLorenzo, Vice Chair (GRF)
Joan Milliman (GRF)
James Tung (Third)
Bunny Carpenter (Third)
Juanita Skillman (United)
Eva Lydick (United)
Sy Wellikson (Mutual 50)
Non-Voting Advisors: Pam Grundke, Elizabeth Morris

Maintenance & Construction

John Parker, Chair (GRF)
John Luebbe, Vice Chair (GRF)
Judith Troutman (GRF)
John Frankel (Third)
Bert Moldow (Third)
Jack Bassler (United)
Don Tibbetts (United)
Ryna Rothberg (Mutual 50)
Non-Voting Advisors: Joe Camera

Media and Communications

JoAnn diLorenzo, Chair (GRF)
Beth Perak, Vice Chair (GRF)
Joan Milliman (GRF)
Rosemarie diLorenzo Dickins (Third)
Bill Walsh (Third)
Jan LaBarge (United)
Juanita Skillman (United)
Sy Wellikson (Mutual 50)
Non-Voting Advisors: Steve Carman, John Perak, Scott Marvel

Mobility & Vehicles

~~John Beckett, Chair (GRF)~~
Beth Perak, Vice Chair (GRF)
~~Richard Johnston (GRF)~~
Joan Milliman, Vice Chair (GRF)
Mary Stone (GRF)
David Finley (Third)
Ray Gros (Third)
Ming Lee Chang (United)
Eva Lydick (United)

John Dalis (Mutual 50)
Non-Voting Advisors:

Security and Community Access

John Luebbe, Chair (GRF)
~~Margaret Klein, Vice Chair (GRF)~~
Beth Perak, Vice Chair (GRF)
Kathryn Freshley (GRF)
Ray Gros (Third)
Burt Baum (Third)
Ming Lee Chang (United)
Tom Sirkel (United)
Lou Parker on behalf of (Mutual 50) – non-voting representative
Non-Voting Advisors: Dick Rader

Laguna Woods Village Traffic Hearings

~~Richard Johnston (GRF)~~
~~JoAnn-di Lorenzo (GRF) - Alternate~~
Kathryn Freshley (GRF)
John Beckett (GRF) - Alternate
Judith Troutman (GRF) - Alternate

RESOLVED FURTHER, that Resolution 90-16-21 adopted June 7, 2016, is hereby superseded and cancelled; and

RESOLVED FURTHER, that the officers and agents of this Corporation are hereby authorized on behalf of the Corporation to carry out the purpose of this resolution.

Secretary of the Board, Director Judith Troutman, read a resolution approving calling a special meeting of Corporate Members for the purpose of holding a special election to fill one vacancy resulting from the resignation of Mike Comer, with the special meeting of the Corporate Members to be held on August 19, 2016 at 2:00 PM. Director Troutman moved to approve the resolution. Director Luebbe seconded the motion. Discussion ensued.

Member Franklin Smith (5369-3D) commented on the resolution.

By a vote of 9-0-0 the motion carried and the Board approved the following resolution:

RESOLUTION 90-16-35

WHEREAS, on July 29, 2016 Mike Comer resigned from the Golden Rain Foundation of Laguna Woods Board of Directors; and

WHEREAS, Bylaws 2.2 and 2.2.1 provide the Golden Rain Foundation of Laguna Woods has power to take actions permitted by the Bylaws; and

WHEREAS, Bylaws 6.4.1 and 6.4.1.1 provide that a vacancy shall exist upon the occurrence of a resignations; and

WHEREAS, there now exists one vacancy as the result of the resignation of Mike Comer; and

WHEREAS, Bylaw 6.4.6.2 of the Golden Rain Foundation of Laguna Woods provides that vacancies shall be filled by a Special Election in accordance with Bylaw 8.4 at a duly noticed Special Meeting of the Corporate Members; and

WHEREAS, Bylaw 5.3 of the Golden Rain Foundation of Laguna Woods provides that a Special Meeting of Corporate Members may be called by a majority of the Board of the Golden Rain Foundation of Laguna Woods; and

NOW THEREFORE BE IT RESOLVED August 2, 2016, that the Board of Directors hereby approves calling a Special Meeting of Corporate Members for the purpose of holding a Special Election to fill the vacancy resulting from the resignation of Mike Comer, with the Special Meeting of the Corporate Members to be held on August 19, 2016 at 2:00 p.m.

FUTURE AGENDA ITEMS

(a) Revision of Resolution G-89-95 General Duties of Standing Committees

DIRECTORS' COMMENTS

The Directors made their final comments.

MEETING RECESS

The Board recessed at 12:45 PM and reconvened into Executive Session at 1:15 PM.

ADJOURNMENT

There being no further business to come before the Board of Directors, the meeting adjourned at 3:07 PM.

Judith Troutman, Secretary
Golden Rain Foundation

Summary of Previous Closed Session Meetings per Civil Code Section §4935

During its Regular Executive Session Meeting of July 5, 2016, the Board approved the Regular Executive Session meeting minutes of June 7, 2015, as written. The Board approved one (1) Hearing request; held two (2) Disciplinary Hearings; discussed and considered revisions to the Equestrian Center policies with Counsel; discussed and considered Contractual matters; discussed Member matters; discussed and considered the Santa Maria matter; discussed Nonqualified Deferred Compensation plan; discussed Personnel matters with Mr. Hudson; discussed and considered Litigation matters.

EQUESTRIAN – BOARDED HORSE 2016

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS ("GRF"), A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, AND VILLAGE MANAGEMENT SERVICES, INC. ("VMSI") A CALIFORNIA CORPORATION, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (ALL HEREAFTER COLLECTIVELY REFERRED TO AS "GRF RELEASEES") AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST GRF RELEASEES FOR INJURY OR DAMAGE, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES. PLEASE READ THIS CAREFULLY BEFORE SIGNING AND USING THE FACILITIES OR ANY ANIMALS OR EQUIPMENT.

I, _____, hereby register to board my horse at the GRF Equestrian Center and to participate in or instruct activities in and around the GRF Equestrian Center and to use the facilities, animals and equipment present therein.

I am the sole owner or lessee of the horse, and agree to personally provide at least 50 percent of its care, including but not limited to riding, turning out and grooming. I agree to be responsible for all costs associated with boarding the horse, as determined by the GRF Board of Directors from time to time. I further agree to abide by all Equestrian Center rules and all policies and rules pertaining to boarded horses.

By signing this Release, the above named Releasor acknowledges receipt of and agrees to be bound by every term of the attached Boarding Stable License Agreement.

I am aware that the use of the facilities, animals and equipment present a risk of injury to me. This includes, but is not limited to the following:

Horses, saddles, bridles, harnesses, stalls, stall equipment, hot walker, corrals, arenas, washing stall and equipment, riding trails, grooming tools, clippers, fly spray solution, and veterinary medical supplies or equipment.

I, on behalf of myself, my personal representatives, heirs and next of kin, respect and agree as follows:

1. I understand that the use of the facilities, animals, equipment, services, programs and premises includes an inherent risk of serious injury to persons and property.
2. I agree that all use of facilities, animals, equipment, services, programs and premises are undertaken by me and at my sole risk.
3. I represent that I am in good physical condition and have no disabilities, injuries, diseases, illnesses, or other conditions that could prevent me from using the facilities, animals or equipment without injuring myself or impairing my health.
4. I agree that I will disclose any special medical requirements or limitations to the supervisor or employee(s) of the GRF facility before using the facilities, animals or equipment.
5. I understand that risk of injury includes, but is not limited to:
 - a. injuries arising from or relating to the use by myself or others of facilities, animals, equipment, machinery, locker rooms, wet areas and other amenities;
 - b. injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facilities;

- c. injuries and medical disorders arising from or relating to the use of the facilities, including but not limited to, heart attack, stroke, paralysis, death, heat stress, broken bones, sprains, strains, and torn muscles, tendons or ligaments; and
 - d. accidental injuries occurring anywhere in the facilities including lobbies, hallways, exercise areas, locker rooms, or activities associated with GRF which are carried on anywhere or while I am traveling to or from the facilities.
- 6. Accidental injuries include but are not limited to those caused by myself, those caused by animals, equipment, other persons, GRF Releasees and those of a slip and fall nature.
 - 7. I agree that I am solely responsible for loss or damage to my property, as well as horses or property of others in my care or otherwise entrusted to me, and to indemnify, defend and hold harmless GRF Releasees for injuries or damage caused directly or indirectly by me.
 - 8. I waive all claims which I or my personal representatives, heirs and next of kin may have against GRF Releasees, and on behalf of myself and my personal representatives, heirs and next of kin, release and agree to indemnity, defend and hold GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the facilities, animals, equipment, premises, services or programs, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
 - 9. I have carefully read this Release, Waiver of Liability, Hold Harmless and Indemnity Agreement and fully understand it is a release of liability. I am waiving any right that I may have to bring legal action or assert a claim against GRF Releasees for negligence, except that which arises from the gross negligence or willful misconduct of GRF Releasees.
 - 10. I agree that it is my sole responsibility to maintain the following health care or medical insurance or other financial resources to pay for any injuries incurred by me.

I agree that this RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion is ruled invalid, the balance remains in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT, which shall remain in effect for so long as I shall use the facilities, animals or equipment and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF GRF RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY OR PROPERTY OF OTHERS IN CONNECTION WITH MY USE OF THE GRF FACILITIES, AND ANY ANIMALS OR EQUIPMENT.

Name: _____ **Name:** _____
(Please Print) (Signature)

Date: _____ **Address:** _____ **Telephone Number:** _____

Emergency Contact: _____ **Telephone Number:** _____

Golden Rain Foundation of Laguna Woods
Equestrian/Boarded Horse – Information Sheet

Owner's Name	Telephone Number	Manor Number
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Horse's Name: _____ Assigned Stall: _____

Description of Horse: _____

Color	Breed
Sex	Brand
Registered Number	Marks

Equipment:

Saddle	Blanket
Bridle	Halter
Other	

Immunizations:

Tetanus	Rhinopneumonitis	
Flu	East/West	Potomac (Optional)

Specified Veterinarian:

Name
Address
Telephone

(Horse Owners or Equine) Liability Insurance:

Name of Insurance Company
Policy Number
Telephone Number of Insurance Company

Special Instructions:

ACKNOWLEDGEMENT OF EQUESTRIAN CENTER POLICIES AND OPERATING RULES

I, _____, HAVE READ OR REVIEWED AND UNDERSTAND THE POLICIES AND OPERATING RULES OF THE LAGUNA WOODS VILLAGE EQUESTRIAN CENTER, AS WELL AS THE BOARDING STABLE LICENSE AGREEMENT AND HEREBY AGREE TO ABIDE BY ALL LISTED TERMS. FAILURE TO SIGN THIS ACKNOWLEDGEMENT AND/OR FAILURE TO ABIDE BY THESE POLICIES AND OPERATING RULES MAY RESULT IN DISCIPLINARY ACTION FROM THE COMPLIANCE DEPARTMENT.

SIGNED: _____

PRINT: _____

MANOR #: _____

DATE: _____

GRF Approved Recreation Division Policies

E. EQUESTRIAN CENTER/STABLES

1. General

- a. Access to the Equestrian Center outside of posted business hours is prohibited except for authorized GRF Volunteers and residents boarding a horse at the Equestrian Center and their guests
- b. Access after 10:00 PM is prohibited except for response to a medical concern by the horse owner/lessee or persons assisting with the medical concern

2. The following are prohibited:

- a. Dogs at the facility except after dusk and then they must be on leash
- b. Washing horses anywhere but the wash rack area
- c. Cleaning bridles, buckets, or other items except in the utility sink
- d. Use of the washer and dryer unless the resident is present.

3. Boarded Horses

- a. Horses owned/leased by a resident may be boarded at the Equestrian Center
- b. When a resident's boarded horse dies the resident shall be allowed 30 days to decide to replace the horse or not. Once it is decided that the horse will be replaced, the resident shall have 90 days to find a replacement, provided stall fees continue uninterrupted. If needed a 90 day extension may be requested for approval by CAC
- c. If a horse permanently leaves the Equestrian Center and is not being replaced, the horse's stall will be available on a seniority basis to any resident whose horse is currently boarded at the facility
- e. There is a limit of one boarded horse per resident rider
- g. The Equestrian Center Supervisor has the right to reject any horse deemed unsuitable for the program
- h. Residents must participate in the care and riding of their boarded horse
- i. Only boarders may rent a trailer space at the Equestrian Center

4. Veterinarian and Farrier Services

- a. In case of emergency (illness, injury, etc.) the Equestrian Center Supervisor has all authority to care for the boarded horse

(III. E.
1.- 4.)

Equestrian Center Operating Rules

A. General Information

1. All residents and their guests must sign in upon entering the facility.
2. The Equestrian Center Office is open year round every Wednesday through Sunday except holidays from 7:00 AM until 4:00 PM for rides and/or lessons and is closed on Monday and Tuesday. Actual rental hours properly are from 8:00 am to 2:00 pm. This will ensure that Staff has sufficient time to care for, address any medical concerns, and feed the horses before they leave for the day. During daylight savings time hours may be adjusted to accommodate twilight trail rides.
3. Access to the Golden Rain Foundation Stables when Managing Agent Staff is not present is restricted to authorized GRF Volunteers, and Laguna Woods Village Residents boarding a horse at the stables and their guests with a current Release, Waiver of Liability, Hold Harmless, and Indemnity Agreement on file with the Laguna Woods Village Recreation Division.
4. No access to the stables is allowed from 10:00 PM until staff arrives about 6:30 am. Only exception is in response to a medical concern by a horse owner and persons assisting with the medical concern. Prior to entering the stables, Laguna Woods Village Security Dispatch must be notified at 949-580-1400 and re-notified hourly until departing stables.
5. Prior to utilizing the Equestrian Center, Equestrian Center Staff must evaluate each rider's ability to control his or her horse.
6. Should an accident occur, specific details of the occurrence must always be reported promptly to the Equestrian Center Supervisor. However, in the absence of the Equestrian Center Supervisor, Security must be contacted immediately.
7. When riders require aid or assistance of any kind they should request it from the Equestrian Center Staff on duty or authorized persons immediately available.
8. Residents who have any child or adult guests wishing to ride must accompany their guests to the Equestrian Center and register

them. In addition, the Equestrian Center Supervisor must provide each guest with authorization to use the facility.

9. Prior to using the Equestrian Center, each resident or guest must complete and sign an Equestrian Release, Waiver of Liability and Indemnity Agreement. A new waiver must be completed and signed each calendar year and must be on file in the Equestrian Center Office.
10. Children must be 10 years of age or older to ride GRF owned horses. All persons under the age of 18 must wear a helmet and the appropriate footwear for riding, no exceptions. After staff leaves for the day no one under the age of 18 is allowed on the property or on the trails unless accompanied by an adult.
11. Any minors (those under 18 years of age) using the Equestrian Center must have a completed and signed Minor Equestrian Release, Waiver of Liability and Indemnity Agreement on file. As part of the document, the Permission for Medical Care form must also be signed. These documents must be completed and signed by a parent or legal guardian each calendar year and must be on file in the Equestrian Center Office.
12. Permission to ride in one of the arenas must be obtained from the Equestrian Center Supervisor. Proper equipment must always be used.
13. Horses shall not be taken through the breezeways, near the tables, near the tack rooms, or outside lounging areas when people are present. Riding under the eaves is prohibited.
14. Horses must be walked at all times in and around the Equestrian Center unless involved in lessons in the arenas, circular pen, on a bridle path, or in a designated area. Cantering of any horse is allowed only in the arenas, circular pen, or appropriate areas of the bridle path or open space outside the Equestrian Center when other horses are not present. Running of horses is only allowed when practicing for an event and under the guidance of the Equestrian Center Supervisor.
15. The guide assigned to accompany riders on a trail ride is responsible for enforcing all rules. These rules have been established to ensure the riders' pleasure as well as their maximum safety.
16. For safety and courtesy, riders must keep their horses a safe distance from the horse in front of them, generally one horse length, and not crowd them together.

17. Horses should be kept to a walk when going up and down hills and through the tunnel.
18. Riding double is prohibited.
19. The speed of the trail ride is determined by the speed that the slowest rider can ride comfortably.
20. Dogs are not permitted inside the Equestrian Center during the daytime hours. During the evening hours, after dusk, dogs are permitted only if on leashes.
21. Fees for the Equestrian Center are in accordance with the approved GRF Fees List.
22. Employees shall not train privately owned horses.
23. Bare feet and/or inappropriate clothing are not allowed at the Equestrian Center.
24. Horses must be washed in the wash rack area. There is a limit of 15 minutes per horse at the wash rack when someone is waiting. Be sure to turn off the water when you're done, leave the wash rack clean, and rake or sweep up after your horse especially after hours.
25. Bridles, buckets, or other items must be cleaned in the utility sink, not the hand sink, and to save water equipment must be wiped first, then clean the sink.
26. Provide your own detergent when using the washer. Do not take wet items out of dryer or put someone else's items into the dryer. Never use the washer or dryer if you plan to leave the Equestrian Center prior to completion of the cycle.
27. Horses are not allowed inside the tack rooms or tied in front of them. Horses must be tied outside of the rail in the designated tie up area. Do not tie your horse in a place that allows the horse to eat someone else's tack or commit an act of aggression against another horse. Wet horses need to be tied up by the wash rack to dry or in designated tie up areas. You must always clean up after your horse wherever it's tied. Never leave your horse unattended.
28. Never touch a horse other than your own (including GRF horses) without the owner's permission. Never feed another horse without permission. Hand feeding is not allowed. Also never feed horses in the corrals or by the tie up rails.

29. Always leave the grooming room clean, sweep up after your horse, coil up cords and put away equipment. Do not tack up your horse in the grooming room. Boarders are also responsible to keep their area clean and neat. Do not touch other rider's equipment without permission.
30. When using the bridle path, walk your horse over the sidewalks and keep the bridge gate closed and locked upon entering and exiting. After 2:00 PM and when the Equestrian Center is closed, the rider is responsible for picking up the horse's droppings, especially offsite.
31. Daily usage of the outside corrals is on a first come, first served basis. Due to safety reasons some horses may be assigned to certain corrals. Do not remove someone else's horse from a corral; contact staff. When there are 20 or more boarded horses the rotation chart must be followed. Violators to these rules may lose their turn another day. No feed is allowed in the corrals, in tack rooms or by the tie up rails.
32. Horses are not allowed in the hay barn area. Contact the Equestrian Center Supervisor if you believe your horse requires additional feed. Extra shavings are available and can be purchased for your horse. Please do not remove hay from the barn area.
33. Golden Rain Foundation owned horses may only be fed by Equestrian Center or Authorized Staff. Hand feeding is prohibited.
34. During the hours when the Equestrian Center is closed, boarders using the facility must lock all tack rooms and gates when exiting or riding. When no one else is present the tack room should be locked at noon.
35. The use of plug-in electrical lights in or near horse stalls is prohibited. Only hand held battery operated flashlights are allowed.
36. Only tasteful decorations and required items are allowed on stall doors.
37. The Equestrian Center Supervisor may temporarily alter, suspend, or expand any regulations due to safety concerns.

B. Riding Lessons & Trail Rides:

1. All lessons are arranged in advance with Equestrian Center Staff. The lessons are 50 or 25 minutes in duration and the fees are in accordance with the approved GRF Fees List. All riders must be present 10 minutes before their reservation time.
2. In order to qualify for group lessons there must be a minimum of two riders per instructor. Staff will assist in organizing groups but we will not provide them.
3. Guest group riding lesson fees are different than the resident fees. The lessons are 50 or 25 minutes in duration and the fees are in accordance with the approved GRF Fees List.
4. Reservations for GRF coordinated rides are made by calling the Equestrian Center Office at 597-4275. Staff must be able to communicate with all riders and some medical and weight restrictions apply (depending on one's height about 200 lb.).
5. New riders must demonstrate to the satisfaction of Staff that they are capable of handling the horse assigned to them. A qualified resident rider or guide must accompany guest riders.
6. GRF horses are saddled and bridled in the stalls and brought to the mounting area.
7. Riders of GRF horses may only mount their horses when assisted by Equestrian Center Staff.

C. Boarded Horses

1. Resident owned or leased horses can be boarded at the Equestrian Center. Applications are taken on a first-come, first-served basis. All fees are in accordance with the approved GRF fees.
2. The intent of the resident owned or leased horse boarding program is to allow for and encourage Laguna Woods Village residents to participate in a recreational activity by boarding their horses and to have the opportunity to enjoy the pleasure of riding regularly. Stallions and horses not suitable to this facility as determined by the Equestrian Center Supervisor will not be considered for participation in the boarding program. The Stable Supervisor must be present when a new horse is brought in to examine the horse for obvious signs of a health problem.
3. Any resident wishing to board a horse must complete and sign a Resident Owned Boarded Horse Release, Waiver of Liability and Indemnity Agreement. The forms must be signed by the owner prior to the Equestrian Center Supervisor accepting the horse. Should

- the resident change horses, new documents must be completed and signed. A new document must be signed each calendar year.
4. Yearly shots are recommended for all horses boarded at the Equestrian Center. Horses must be wormed at least twice a year unless otherwise recommended by a Veterinarian.
 5. Only residents with their own horse or leased horse may board at the Equestrian Center and must provide the Golden Rain Foundation with information regarding (the value of the horse,) the name and telephone number of the insurance company insuring the animal, (and a copy of the owner's insurance certificate).
 6. Residents must be actively involved in the care of their boarded horses. To ensure the health and safety of all the horses, any boarder looking to exchange horses must get approval from staff.
 7. A limit of one boarded horse per resident rider is permitted at the Equestrian Center. When accommodations are available, more than one horse may be permitted, but only with GRF approval. All stalls and tack rooms are chosen by seniority.
 8. If there is a waiting list when a stall becomes available, the first person on the list will be called. If that person accepts the stall but does not have a horse, a dry stall fee will be charged for up to 90 days. Then they must either get a horse or give up the stall (no refunds). If a resident is not ready when called, they will be put at the end of the list.
 9. Only boarders may rent trailer space at the Equestrian Center in accordance with the approved GRF Fees List.
 10. For Staff to transport a boarder's owned or leased horse an Equestrian Trailering Release, Waiver of Liability and Indemnity Agreement must be completed and signed and placed on file in the Equestrian Center Office prior to any transportation being provided.
 11. In order for someone other than the boarded horse owner to tend to a boarded horse, the resident must first notify the office. Then resident must put all helpers on their emergency list.
 12. Only the Stable Supervisor may give out facility keys to borders or their agents.
 13. Any guest that has a formal complaint filed and accepted by code compliance may still help at the Stables. However, they must always be with their existing sponsor while on Equestrian property.

This requirement shall stay in effect until a resolution is made by the GRF Board.

D. Veterinarian and Farrier Services

1. If the owner prefers a specific Veterinarian he/she must register that choice with the Equestrian Center Supervisor at the time of boarding his/her horse. For owners/lessees not having a specific Veterinarian, the Equestrian Center Supervisor may be able to provide some assistance, however the owner must select and identify the Veterinarian and provide this information to the Equestrian Center Supervisor.
2. In the case of privately owned or leased horses, the owner will sign an agreement in which he/she sets forth and agrees that in the event the horse becomes ill or incurs an injury while under the care of the Equestrian Center Supervisor, and the owner is unavailable for consultation after all reasonable attempts have been made to contact him/her, the owner agrees to and allows the Equestrian Center Supervisor to use his/her best professional judgment as to the Veterinarian services required in administering care to the horse and owner/lessee agrees to be billed directly by the Veterinarian for any service rendered.
3. If the owner prefers a Farrier other than the one selected by the Equestrian Center Supervisor, the choice of an alternative Farrier is registered with the Equestrian Center Supervisor at the time of boarding his/her horse. The owner agrees to be billed directly by the Farrier for services rendered. All vet and Farrier work must be done in the designated area.
4. The Equestrian Center Supervisor must be notified whenever the owner of a boarded horse arranges to have that horse's Veterinarian come to the Equestrian Center.

E. Arena Policy

1. The priority for arena use is lessons, followed by riding, lunging, and loose horses. Loose horses may run free up to 15 minutes if no one is using the arena. They must be immediately removed if someone wishes to ride or lunge their horse. When someone is waiting there is a 30 minute time limit for the using the hot walker machine. Never leave your horse unattended.
2. When in an arena, riders should make every effort to travel in the same direction. If one rider must pass another rider he/she should pass on the inside.

3. When passing from opposite directions riders should pass left shoulder to left shoulder, just as if you were driving a car.
4. When there are lessons in the arena, directions from the instructor must be followed. Discretion must be used when passing in either direction. You must stay out of the lesson area if instructed to do so.
5. Try not to interfere with the progress of another rider if they are crossing the arena or making a circle.
6. Be polite and give lesson riders plenty of room. Listen to what the instructor is telling the students and judge you're riding space accordingly.
7. Obtain permission to enter the arenas and/or to canter when lessons are taking place. Remember lesson horses have priority.
8. Should any problems occur in the arenas, stop all horses immediately.
9. If there are riders present and you wish to lunge a horse in one part of the arena, ask the riders for permission and if permission is given then stay in your space and likewise, riders should give the person lunging the horse plenty of space.
10. When riders are using both arenas, someone wishing to lunge a horse must be given the opportunity. All parties must share the small arena. Each person shall alternate every 15 minutes in the small arena (lunging for 15 minutes, and then riding for 15 minutes). Never leave your horse unattended you must stay with your horse.
11. When other riders are present do not canter on or near the rail. Canter safely toward the center of the arena.
12. Never stop on the rail to talk or adjust tack.
13. Do not stand or sit near the rail, use the covered bleacher seats when observing the arena.
14. Galloping is not allowed on GRF property except when practicing for a show/event under the guidance of the Equestrian Center Supervisor.
15. Loose horses are not allowed in the arenas when there are riders or when a horse is being lunged. In addition no loose horses shall be allowed on any GRF land. A bridle or halter with a lead must always be used when in any open area.

BOARDING STABLE LICENSE AGREEMENT

1. Fees, Term, and Location. Licensee acknowledges and accepts those terms set forth herein or in any subsequent rate schedule issued by Stable (the "Rate Schedule"), whether said rates are daily, weekly, or monthly. Payment shall be issued in accordance with the most current applicable Rate Schedule on a timely basis. Any charges not paid in a timely manner shall be subject to the finance charges set forth in the most current Rate Schedule published by Stable. In the event that any animal kept on the Stable Properties pursuant to this Agreement 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. Stable reserves the right to notify Licensee of any animal that, in Stable's sole discretion, is deemed to be dangerous or undesirable for Stable's establishment. In such case, Licensee shall remove the animal within seven (7) days after the notice is sent, at Licensee's expense, which expense shall include all fees incurred under this Agreement during the horse's presence upon the premises. The boarding fee described in the Rate Schedule is due upon the first of the preceding month. In the event payment is overdue by ten (10) or more days, Stable shall be entitled to exert a lien against any boarded animal and any of the Licensee's property left upon the premises. Stable shall also be entitled to enforce said lien and foreclose its interest against boarded animal and/or equipment for the amount due in accordance with the laws of the State of California.

A security deposit of one month's board is payable with this Agreement; it shall be refunded to Licensee within thirty (30) days of the date of termination of this Agreement, less any fees or costs that remain outstanding. The initial boarding fee applicable to this Agreement shall be \$_____ per day/week/month (circle one).

Licensee agrees that Stable may charge a later fee of ten percent (10%) of the balance owed for each month that the account is not paid in full by the 10th day of month in which it is due. Licensee agrees that Stable may terminate this Agreement, with or without cause, at any time, by providing thirty (30) days advanced written notice.

Licensee agrees that Stable may change or revise the Rate Schedule at any time upon thirty (30) days notice. This Agreement shall continue until cancelled by either party, or until revoked or terminated. This Agreement is non-transferable and may be assigned in accordance with the established rules. Licensee may dry stall for any reasons for period(s) of time equal to (a) whole calendar month(s), for payment of the regular fee minus \$100. Stable reserves the right to temporarily reassign the stall during said period(s) of vacancy. Licensee shall give Stable five (5) days written notice before reoccupying stall.

2. Risk of Loss and Standard of Care by Stable. DURING THE TIME THAT THE HORSE(S) IS/ARE IN CUSTODY OF STABLE, STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY ANY BOARDED ANIMAL OR ANY OTHER CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE LICENSEE'S BOARDING OF SAID HORSE(S), EXCEPT IN THE EVENT OF NEGLIGENCE ON THE PART OF STABLE, ITS

AGENTS, AND/OR EMPLOYEES. This includes, but is not limited to, any personal injury or disability to the boarded animal, Licensee, or Licensee's employees, agents and/or guests.

The Licensee fully understands that Stable does not carry any insurance on any horse(s) 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(s) in the possession of, and on the premises of Stable are to be borne by Licensee. Stable recommends equine morality insurance is obtained applicable to the subject horse(s) by Licensee.

OWNER AGREES THAT THEY HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL AND HAVE, IN FACT, BEEN ENCOURAGED TO DO SO. FOLLOWING SAID REVIEW, OR OPPORTUNITY TO HAVE SUCH A REVIEW PERFORMED, OWNER AGREES THAT THE STANDARD OF CARE APPLICABLE TO STABLE IS THAT OF ORDINARY CARE OF A PRUDENT HORSE OWNER AND NOT AS A COMPENSATED BAILEE.

IN NO EVENT SHALL STABLE BE HELD LIABLE TO LICENSEE FOR EQUINE DEATH OR INJURY IN AN AMOUNT IN EXCESS OF FIVE THOUSAND DOLLARS (\$5,000) PER ANIMAL.

3. Hold Harmless. Licensee agrees to hold Stable harmless from any and all claims arising from or related to damage or injury caused by Licensee or Licensee's employees, agents, guests or boarded animal(s). Licensee further agrees to defend Stable from any such claims. Licensee agrees to disclose any and all hazardous or dangerous propensities of horse(s) boarded with Stable.

4. Liability Insurance. Licensee agrees to carry liability insurance protecting Licensee and Stable from any claim for property damage and personal injury in an amount of not less than One Million Dollars (\$1,000,000). Licensee must maintain on file with the Stable Manager current proof of insurance which shall name the Golden Rain Foundation of Laguna Woods, a California NonProfit Mutual Benefit Corporation ("GRF"), the Golden Rain Foundation of Laguna Woods Equestrian Center, Village Management Services, Inc., a California Corporation ("VMS") and all of either entity's officers, directors, employees and agents of both GRF and VMS as additional insured under any policies obtained in compliance with this Agreement. Failure to maintain strict adherence to this requirement shall be a default under this Agreement and shall result in immediate termination of this Agreement and removal and disposition of any boarded animal or personal property of Licensee, pursuant to section 3051 et seq. of the California Civil Code, unless promptly removed by Licensee after settling Licensee's account in full.

5. Emergency Care. Stable agrees to attempt to contact Licensee or the Veterinarian of Licensee's choice specified in the information sheet attached to the Release, Waiver of Liability, Hold Harmless and Indemnity Agreement concurrently executed by Licensee, should Stable feel that medical treatment is needed for said horse(s), but if Stable is unable to contact Licensee or Veterinarian, Stable is then authorized to secure emergency, veterinary and blacksmith care required for the health and wellbeing of any boarded animal(s). All costs of such care secured shall be reimbursed or directly paid by Licensee within fifteen (15) days

from the date Licensee receives notice thereof, or Stable is authorized to arrange direct billing to Licensee on Licensee's behalf.

STABLE SHALL ASSUME THAT LICENSEE 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 LICENSEE'S INFORMATION SHEETS THAT THE HORSE(S) IS/ARE NOT SURGICAL CANDIDATES.

IN THE EVENT STABLE IS UNABLE TO CONTACT LICENSEE OR LICENSEE'S REPRESENTATIVE, AND IF IN THE OPINION OF LICENSEE'S DESIGNATED VETERINARIAN OR, IF UNAVAILABLE, TWO (2) OTHER VETERINARIANS, LICENSEE'S HORSE IS SUFFERING A TERMINAL ILLNESS OR INJURY, THE STABLE MANAGER IS PERMITTED TO AUTHORIZE SAID VETERINARIAN OR VETERINARIANS TO HUMANELY TERMINATE THE LIFE OF LICENSEE'S HORSE AT LICENSEE'S EXPENSE. LICENSEE'S INSURANCE WILL BE NOTIFIED OF SUCH EVENT IN CONTACT INFORMATION FOR INSURANCE COMPANY IS ON FILE WITH THE STABLE. STABLE MANAGER IS AUTHORIZED TO CONTRACT WITH RENDERING COMPANY FOR REMOVAL OF HORSE AT LICENSEE'S EXPENSE.

6. Golden Rain Foundation Recreation Division Policy and Equestrian Center Rules. Licensee agrees and acknowledges that failure to strictly adhere to the Golden Rain Foundation Recreation Division Policy and Equestrian Center Rules shall be a default under this Agreement and may result in termination of this Agreement and removal and disposition of any boarded animal or personal property of Licensee, pursuant to section 3051 et seq. of the California Civil Code, unless promptly removed by Licensee upon request by GRF or Stable, after settling Licensee's account in full.

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