

**BOARDING, CONSENT, RELEASE, AND INDEMNITY
AGREEMENT**

This Agreement made and entered into this ____ day of _____ 20__ by and between:

Owner of Animal or Animals

**World Wide Livestock
Express, Inc.**

Address

**7020 Hwy 75 South
Madisonville, Texas 77864**

Telephone

This Agreement covers the animal(s) described as follows:

Name(s): _____

Descriptions: _____

1. Animal(s) Owner and World Wide Livestock Express, Inc. mutually agree that World Wide Livestock Express, Inc. keep the animal(s) in a suitable enclosure which has been inspected and approved by the USDA. World Wide Livestock Express, Inc. will feed, water and care for the animal(s).

2. Animal(s) Owner will pay World Wide Livestock Express, Inc. for the foregoing facilities, feed, and services the sum of \$ _____ per day plus farrier service and veterinarian. Payments for all expenses related to exporting process of the animal(s) shall be paid prior to the date of exporting. If the animal(s) owner fails to make payments under these terms, World Wide Livestock Express, Inc. shall be entitled to a lien against the animal(s) for the value of the services rendered and shall be entitled to enforce said lien according to the appropriate laws of the state, including but not limited to, the stableman's lien provision of the Texas Property Code.

3. The undersigned hereby unqualifiedly released World Wide Livestock Express, Inc., it's officers, shareholders, employees and agents (all of whom are referred to collectively as "World Wide Livestock Express, Inc.") from any liability to the undersigned on account of any damage or injury to the undersigned, or any other person, or to any animal(s) or property owned by the undersigned, or for which the undersigned has assumed the care, custody, of control, whether arising from any act or omission of World Wide Livestock Express, Inc. or from the act or omission of third parties, and the undersigned agrees to hold World Wide Livestock Express, Inc. harmless and indemnify from any claim resulting from damage or injury alleged to have been caused by any animal(s) placed in the care of World Wide Livestock Express, Inc. and to defend World Wide Livestock Express, Inc. from any such claims whether well founded or not.

All risks of shipment are borne by Owner.

4. During the time that the animal(s) is/are in the custody of World Wide Livestock Express, Inc., World Wide Livestock Express, Inc. shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the animal(s). This includes, but is not limited to, any personal injury or disability the animal(s) may receive while on World Wide Livestock Express, Inc.'s premises or being transported to or from World Wide Livestock Express, Inc.'s premises. Owner fully understands and hereby acknowledges that World Wide Livestock Express, Inc. does not carry any insurance on any animal(s) not owned by World Wide Livestock Express, Inc., including, but not limited to, such insurance for boarding or any other purposes, for which the animal(s) is/are covered under any public liability, accidental injury, theft or animal mortality insurance, and that all risks relating to boarding of animal(s), or for any other reason, for which the animal(s) is/are in the possession of World Wide Livestock Express, Inc., are to be borne by owner. World Wide Livestock Express, Inc. shall not have any responsibility for any damages caused by delay in shipping or delivering.

Choosing Routes or Agents. Unless express instructions in writing are received from the undersigned, World Wide Livestock Express, Inc. has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advise by World Wide Livestock Express, Inc. to the undersigned that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that World Wide Livestock Express, Inc. warrants or represents that such person or firm will render such services.

5. The undersigned further agrees to hold harmless, defend, and indemnify World Wide Livestock Express, Inc. against all claims and causes of action of every nature which may be made by the undersigned or on his behalf arising from any damage or injury suffered by the undersigned or any of his property including any animal(s) owned by the undersigned or for which the undersigned has assumed the care, custody or control. This indemnity provision includes indemnity for any claims that might be made by a third party for any claims which in any way relate to the storing, transport of shipping of the animal(s).

The undersigned fully understands that World Wide Livestock Express, Inc. does not carry any insurance on any animal(s) not owned by him for transportations or any other purpose and that all risks connected with boarding, transportation, showing or for any other reason for which the animal(s) is/are in the possession, care, custody, or control of World Wide Livestock Express, Inc. are borne by the undersigned. The undersigned fully understands that there is no warranty, either expressed or implied, regarding boarding, riding, or training of the animal(s).

6. Indemnity Against Liability Arising from the Importation of Merchandise. The undersigned agrees to indemnify and hold World Wide Livestock Express, Inc. harmless from any claims and/or liability arising from the importation of merchandise which violates any Federal, state and/or other laws or regulations and further agrees to indemnify and hold World Wide Livestock Express, Inc. harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to attorney's fees, which World Wide Livestock Express, Inc. may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. In the event that any action, suit or proceeding is brought against World Wide Livestock Express, Inc. by any government agency or any private party, the Company shall give notice in writing to Owner by mail at its address on file with World Wide Livestock Express, Inc. Upon receipt of such notice, Owner

at its own expense shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against World Wide Livestock Express, Inc.

7. World Wide Livestock Express, Inc. agrees to attempt to contact the undersigned should he feel that veterinary treatment is needed or any animal(s) committed by the undersigned to his care, but if he is unable to contact the undersigned, World Wide Livestock Express, Inc. is authorized to secure emergency veterinary care. All costs of such care so obtained shall be paid by the undersigned. This contract shall endure and govern the rights of the parties hereto from the date of its signing henceforth, unless the undersigned shall give written notice to World Wide Livestock Express, Inc. of its termination.

8. The parties hereto agree that this contract shall be governed by the laws of the state of Texas, and that venue on claims associated with any part of this contract shall be in Madison County, Texas.

Animal or Animals Owner

World Wide Livestock Express, Inc.

WARNING: Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an animal professional is not liable for any injury to or the death of a participant in animal or animals activities resulting from the inherent risks of animal activities.