

# LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

## READ CAREFULLY, COMPLETE AND INITIAL ALL SECTIONS BEFORE SIGNING

**A. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of NW Lake Riding Stable's physical location. **This contract contains a WAIVER AND RELEASE to which you will be bound.** This agreement is intended to be valid and binding at all times now and in the future when NW Lake Riding Stables permits me (directly or indirectly) to enter NW Lake Riding Stables property, be on NW Lake Riding Stables property, be on or near any animal, receive instruction or guidance from its associates and/ or am on or near animals on or off of NW Lake Riding Stables property. Any disputes by the participant shall be litigated in and venue shall be in the county in which NW Lake Riding Stables is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void and the remainder of the agreement shall remain valid. The term "NWLRS" shall refer to M G Park LLC, dba NW Lake Riding Stables, including but not limited to, Michael Park, Cynthia Park, Alyssa Park, Teghan Park, Joyce Park, Candice Hintze, Alexa Hintze, Van Kellems, Sarah Kellems, SDS Lumber Company, SDS Co LLC, the Living Trust of Carol B. Fitzgerald, Holly Hamilton, Ryan Hamilton, Laurien Gilman, Norm Dibble, Augustus Young, Lindsay Malsin, Leonard Barrett, Soloman Barrett, employees, volunteers, and others acting on their behalf. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the below registered participant(s) and the parents or legal guardians thereof if a minor.

**B. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental, equestrian, guide, or instruction services provided by NW Lake Riding Stables.

| Participant Name<br>(Please Print Name Clearly) | Medical Conditions or<br>Special Considerations | Experience Level<br>0(Never ridden)....10(Expert) | Age | Weight<br>Over 250 lbs Yes/No |
|---|---|---|-----|-------------------------------|
| Self  |   |   |     |                               |
| Minor Child                                     |   |   |     |                               |
| Minor Child                                     |   |   |     |                               |

**C. MEDICAL INSURANCE/ EMERGENCY RELEASE** I/WE AUTHORIZE NWLRS: For myself and if a participant is a minor I, the parent or guardian, authorize NWLRS to arrange for medical assistance for the participant, in case of medical emergency, as NWLRS deems necessary at my own cost. I/WE AUTHORIZE any licensed physician and/ or hospitalization for the participant, including anesthetic, which they determine necessary or advisable.

**MEDICAL INSURANCE** I/WE AGREE THAT: Should medical treatment be required for myself or for any other participant listed, I and / or my medical insurance shall pay for **ALL** such incurred expenses.

Medical insurance company \_\_\_\_\_ Policy number \_\_\_\_\_ I do not carry medical insurance.

**D. INHERENT RISKS /ASSUMPTION OF RISKS** I ACKNOWLEDGE THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures taken and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/ or confrontation with another equine, another animal, a person, or an object. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/ or failing to act within the ability of the participant. If a rider falls from horse to ground, the impact may result in harm to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, spinning around, changing directions and /or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on NWLRS to list all possible risks for me.

**E. WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I/WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT: the meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of an activity in a natural and /or wild and/ or rugged and/ or uncultivated area or region and /or forest and /or hills, and/or mountains, and/or plains, and / or wetlands which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to; mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will; and have wild plants growing that may scratch, poke, fall on, or poison, a horse or person, including, but not limited to poison ivy, poison oak, poison sumac, and brambles with thorns. I /WE ACKNOWLEDGE THAT; NWLRS is not responsible for total or partial acts, occurrences, or elements of nature and/ or sudden and/ or unfamiliar sights, sounds and /or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. Due to the remote nature of a "WILDERNESS EXPERIENCE", medical facilities are not readily available. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on NWLRS to list all possible conditions for me. The participant and parent or legal guardian have inspected NWLRS facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon NWLRS premises.

**F. CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I/WE ACKNOWLEDGE THAT: When approaching, mounting, and riding horses I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, jackets, toys, and purses. When near or riding a horse, participants must not make sharp or loud noises such as whistling, or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. I/WE ACKNOWLEDGE THAT: NWLRS is not responsible for lost or damaged property.

**G. PROTECTIVE HEADGEAR/ HELMET WARNING AND OFFERING** I/ WE AGREE THAT: I for myself and on behalf of my child(ren) and / or legal ward(s) have been fully warned and advised by NWLRS that while there is no guarantee of safety while wearing headgear/ helmet, we should wear a properly fitted headgear/ helmet in order to reduce some or all of our head injuries that may occur as the result of a fall or any other occurrence associated with this hazardous activity. I/WE ACKNOWLEDGE THAT: Once provided, if I choose to wear the protective headgear / helmet offered that I/ WE will be responsible for properly securing the headgear / helmet on the participant's head at all times and that if there is a problem with the headgear /

helmet, I/ WE will notify the nearest attendant and receive an alternate headgear / helmet. I am not relying on NWLRS and / or its associates to check any headgear/ helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. I/WE Acknowledge that I am allowed to provide one for my own use.

- H. SADDLE GIRTH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.
- I. DOMESTICATED ANIMAL/DOG WARNING** I / WE AGREE THAT: I for myself and on behalf of my child(ren) and / or legal ward(s) have been fully warned and advised by NWLRS that due to the nature of the NWLRS facility there may be various domesticated animals including, but not limited to cats and dogs that are wandering at will and off leash and may bite, scratch, claw, jump on, or attack. I / WE ACKNOWLEDGE THAT certain activities including, but not limited to yelling, screaming, quick movements, falling down, and direct approaches to a dog can initiate a bite or attack. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on NWLRS to list all possible risks for me.
- J. PHOTO RELEASE** I/WE AGREE THAT: For valuable consideration given, photographs, video productions, audio productions and telecasts may be made of the participant either alone or together with others. I/WE AGREE that all rights in such photographs, video productions, audio productions, website productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to NWLRS, its successors or assigns, for the primary purpose of promoting and aiding its program and its work, including but not limited to newspapers, television, brochures, pamphlets, and internet media.
- K. LIABILITY RELEASE** I AGREE THAT: In consideration of NWLRS allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child(ren) and / or legal ward(s), heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge NWLRS, its owners, agents, volunteers, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, including but not limited to, Michael Park, Cynthia Park, Alyssa Park, Teghan Park, Joyce Park, Candice Hintze, Alexa Hintze, Van Kellems, Sarah Kellems, SDS Lumber Company, SDS Co LLC, the Living Trust of Carol B. Fitzgerald, Holly Hamilton, Ryan Hamilton, Laurien Gilman, Norm Dibble, Augustus Young, Lindsay Malsin, Leonard Barrett, Soloman Barrett and others acting on their behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to NWLRS and its associate's ordinary negligence or legal liability; and I do further agree that except in the event of NWLRS gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against NWLRS and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury and/ or death, illness, disease and/ or property damage, sustained by me and / or my minor child(ren) or legal ward(s) in relation to the premises and operations of NWLRS, to include while riding, handling, or otherwise being near horses, dogs, or any animal owned by me or owned by NWLRS, or in the care, custody or control of NWLRS, whether on or off the premises of NWLRS, but not limited to being on NWLRS premises.  
**I recognize I have the option to not participate in this activity.**
- L. EQUINE ACTIVITY LIABILITY ACT.** I ACKNOWLEDGE THAT: I/WE have reviewed the Revised Code of Washington Section 4.24.540 entitled Limitations on Liability for Equine Activities Exceptions a copy of which is posted on the premises. If I have not been able to locate this posting, I have asked for a copy. I agree that the above stated waiver applies to the exceptions contained within RCW 4.24.540 for claims associated with equipment or tack, effort to determine ability to safely engage in equine activity, efforts to determine the ability of the equine to behave safely, efforts to determine the ability of the participant to safely manage a particular equine and claims associated with the condition of land owned/used by NW Riding Stables (including failure to warn of conditions).
- M. INDEMNIFICATION AND RESPONSIBILITY.** On behalf of myself, my estate and the personal representative thereof, my heirs and assigns, I hereby agree to hold harmless, defend and indemnify NW Lake Riding Stables, its officers, employees, volunteers, agents and owners from any and all costs, claims, losses, liabilities or damages arising from or in anyway related to, my participation in activities at NW Lake Riding Stables. By signing this Agreement that I as a rider shall be responsible for any damages incurred by NWLRS as a result of my riding activities including but not limited to veterinarian bills and property damage. If I am signing this as a parent/guardian, I agree to be personally bound by this indemnification/hold harmless agreement for any claims associated with the participant.

**Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document**

### SIGNER STATEMENT OF AWARENESS

I/WE , THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/ WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT(S)

\_\_\_\_\_  
DATE

I represent that I am the parent, or legal guardian, of the minor(s) and that I have the legal authorization to sign this Liability Release and Assumption of Risk Agreement.

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND /OR SPOUSE #1

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT, GUARDIAN AND /OR SPOUSE #2

\_\_\_\_\_  
DATE

Address in Full \_\_\_\_\_

Home Phone # \_\_\_\_\_

Bus. Phone # \_\_\_\_\_

E-Mail \_\_\_\_\_

\_\_\_\_\_  
PERSON TO CONTACT IN CASE OF EMERGENCY

\_\_\_\_\_  
RELATIONSHIP

\_\_\_\_\_  
PHONE NUMBER

