

HAUL-IN
The Spokane Equestrian Center, LLC
Hold Harmless and Indemnification Agreement

This Haul-In Hold Harmless and Indemnification Agreement is being entered into as of _____, 20____, by and between **The Spokane Equestrian Center, LLC**, hereinafter designated **STABLE**, and (Print Name) _____ hereinafter designated **VISITOR**, and if **VISITOR** is a minor, **VISITOR'S** parents or guardian (Print Name)_____.

1. *Purpose of Agreement.* **VISITOR** wishes to bring horse(s) onto **STABLE'S** property for the cost of \$_____per horse per day, for the purpose(s) of handling, riding, schooling, and/or other horse-related activities. **STABLE** agrees to permit **VISITOR** to bring horse(s) onto **STABLE'S** property for such purposes in exchange for the following agreement.

Hold Harmless and Indemnification Agreement.

1. **VISITOR** is responsible for full and complete insurance coverage on his/her **HORSE(S)**, personal property, and himself/herself.
2. **VISITOR** acknowledges the inherent risks involved in and around equine activities, which may include, among other risks, bodily injury from using, riding or being in close proximity to Horse(s). Furthermore, both **HORSE** and **VISITOR** may be injured in normal use or in competition, handling and/or schooling. **VISITOR** agrees that **STABLE** is not liable for an injury to or the death of **VISITOR**, **HORSE(S)**, and/or a participant in activities resulting from the inherent risks of such equine activities.
3. **STABLE Rules.** **VISITOR** acknowledges through their signature of this document that they have read and agreed to follow carefully all posted **STABLE** rules, and any other rules provided to **VISITOR** for review.
4. *Safe Riding Attire.* **VISITOR** is responsible for using protective gear, including, but not limited to, heeled boots, long pants, a long-sleeved shirt, gloves designed for riding when visiting **STABLE'S** property, and an ASTM-certified safety helmet fastened securely under the chin while riding on **STABLE'S** property. If **VISITOR** does not wear these items, **VISITOR** assumes the increased risk of injury or death associated with failing to wear such protective attire. **VISITOR** agrees that **STABLE** has no duty to provide safety attire for **VISITOR**. **STABLE** is held harmless from any and all claims, injuries, causes of action, damages, judgements, and costs of expenses, including attorney's fees, which in any way arises from **VISITOR** not abiding by **STABLE'S** rules and regulations of safe riding attire.
5. ***VISITOR'S Representations and Warranties.*** **VISITOR** makes each of the following representations and warranties:
 - (a) **VISITOR** has the requisite authority to enter into this Agreement. In the event that **VISITOR** is incapacitated at any time while **VISITOR** is on **STABLE'S** property, **VISITOR** grants **STABLE** and **STABLE'S** agents, employees and contractors full authority to make all decisions on behalf of **VISITOR**, including, but not limited to, medical care, and **VISITOR**

agrees to hold such parties harmless for any injuries or death to **VISITOR** that may result from such decisions.

- (b) **VISITOR** does not have any physical or mental conditions that may prevent **VISITOR** from safely participating in horse-related activities.
- (c) All horses that **VISITOR** may bring to **STABLE'S** property are current on all routine vaccinations, and are free of contagious diseases or conditions.
- (d) **STABLE** reserves the right to refuse to allow any horse to remain on **STABLE'S** property that is not in proper health or is deemed dangerous or undesirable by **STABLE** management.

6. *Risk of Injury or Death.* **VISITOR** agrees to assume any and all risks involved in, or arising from, **VISITOR'S** use of or presence upon property and/or facilities, including without limitation but not limited to: the risk of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, other horses or stationary objects, fire or explosion, the unavailability of immediate emergency medical care, and or the negligence and/or deliberate act of another person.

7. *Property Damage.* **VISITOR** agrees that **VISITOR** will promptly pay for any damage that occurs on **STABLE'S** property that is caused by **VISITOR** or any **HORSE(S)** that Visitor brings onto **STABLE'S** property.

8. *VISITOR'S Indemnification Agreement.* **VISITOR** agrees to defend, indemnify and hold the **STABLE** harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of **VISITOR** or brought by others against the **STABLE** in connection with **VISITOR'S** horses, or any action or inaction taken by **VISITOR**, **VISITOR'S** guests, family members, agents, employees or contractors.

9. *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

10. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties. Furthermore, this agreement is non-assignable and non-transferable and is made and entered into in the State of Washington, and shall be enforced and interpreted under the laws of Washington. When **STABLE** and **VISITOR** sign this contract, it will then be binding on all parties subject to the above terms and conditions for as long as **VISITOR** uses **STABLE** or otherwise participates in activities at or associated with said **STABLE**.

VISITOR SIGNATURE (*Parent/Guardian if **VISITOR** is a Minor*)

DATE

THE SPOKANE EQUESTRIAN CENTER, LLC / AGENT

DATE