

THE SPOKANE EQUESTRIAN CENTER

RELEASE AND HOLD HARMLESS AGREEMENT

THIS RELEASE FROM LIABILITY is made and entered into as of the date of:

_____20_____ by and between **THE SPOKANE EQUESTRIAN CENTER**,
hereinafter designated **STABLE**, and (*Print Name*) _____,

hereinafter designated **RIDER**, and if **RIDER** is a minor, **RIDER'S** parents or guardian

(*Print Name*) _____. In return for the use today and on

all future days, of property, facilities, and services of **STABLE**, the **RIDER** and his/her heirs, and legal representatives hereby expressly agree to the following:

1. **RIDER** is responsible for full and complete insurance coverage on his/her **HORSE(S)**, personal property, and himself/herself.
2. **RIDER** 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 **RIDER** may be injured in normal use or in competition and schooling. **RIDER** agrees that **STABLE** is not liable for an injury to or the death of **RIDER**, **HORSE(S)**, and/or a participant in activities resulting from the inherent risks of such equine activities.
3. **RIDER** agrees to assume any and all risks involved in, or arising from, **RIDER'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.
4. **RIDER** agrees to hold **STABLE** and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable, and releases them from all liability whatsoever. **RIDER** agrees not to sue these entities on account of or in connection with any claims, cases of action, injuries, damages, costs or expenses arising out of **RIDERS'** use of and/or presence upon **STABLE** property and use of facilities. This includes, without limitation, those issues based on death, bodily injury, and property damage; including consequential damages, and/or negligence of **STABLE** or its employees. The intentional, willful or wanton conduct of **STABLE** is included.
5. **RIDER** agrees to indemnify and defend **STABLE** against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs of expenses, including attorney's fees, which in any way arises from **RIDER'S** use of or presence on **STABLE'S** property or facilities.

6. **RIDER** 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 **RIDER** for review.
7. **RIDER** 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 **RIDER** does not wear these items, **RIDER** assumes the increased risk of injury or death associated with failing to wear such protective attire. **RIDER** agrees that **STABLE** has no duty to provide safety attire for **RIDER**. **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 **RIDER** not abiding by **STABLE'S** rules and regulations.
8. All horses that **RIDER** shall bring and/or keep on **STABLE'S** property shall be current on all routine vaccinations, and free from infection and other contagious or transmissible diseases. **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.
9. **RIDER** agrees that **RIDER** will promptly pay for any damage that occurs on **STABLE'S** property that is caused by **RIDER** or any **HORSE(S)** that **RIDER** brings onto **STABLE'S** property.
10. **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.
11. 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 **RIDER** (and **RIDER'S** parents or guardians if **RIDER** is a minor) sign this contract, it will then be binding on all parties subject to the above terms and conditions for as long as **RIDER** uses **STABLE** or otherwise participates in activities at or associated with said **STABLE**.

I have read and understand this release.

RIDER'S SIGNATURE (Parent/Guardian if RIDER is a Minor.)

DATE

RIDER'S SIGNATURE (Parent/Guardian if RIDER is a Minor.)

DATE

THE SPOKANE EQUESTRIAN CENTER **BARN GUIDELINES**

The Spokane Equestrian Center is a private stable and training center. Please review the guidelines below so that all clients can fully enjoy the facility.

- Be kind, considerate and respectful of each member's, and the owner's property. This includes horses! Do not approach any horse, or use any person's property without consent from its owner.
- All empty stalls have been cleaned in anticipation for new horses coming into the barn. **EMPTY STALLS WITH FRESH BEDDING ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT PERMISSION FROM THE STABLE DIRECTOR.**
- Please see the Stable Director if you'd like additional shavings and/or hay put in for your horse(s), above what is supplied on a daily basis. **PLEASE DO NOT ADD ANY EXTRA BEDDING AND/OR HAY WITHOUT NOTIFYING THE STABLE DIRECTOR.**
- Aisles should always be kept clean. If your horse makes a mess in the aisle way, please clean it up. Tack boxes, step stools, feed containers, hay, etc., should not be left in the aisles or in empty stalls. Horse blankets should be hung on a door blanket rack when not in use. Saddle brackets on aisle walls should be folded down and left out of the way when not in use.
- When finished washing a horse, please hose down and clean up the area, turn the water off at the faucet, and coil up the hose so it is out of the way.
- Horses are not to be left unattended in the crosstie stalls or wash areas, or any other unauthorized location.
- Cleaning of manure, shavings, and/or other **NATURAL** debris should be removed using available muck buckets and dumped into the spreader to be spread by the maintenance crew. Please do not put natural debris in the dumpsters, or leave buckets/wheelbarrows full of debris.
- Upon arrival, all visitors, new clients, and/or Haul-Ins must first check in at the office, sign the appropriate releases, and pay the fee, if applicable.
- All visitors should wear appropriate attire suited for the facility and horse related activities while on the premises.

*It is our intention to ensure that The Spokane Equestrian Center remains a premier facility for our customers, our trainers and their clients, and any visitors! We thank you in advance for doing your part, and welcome your suggestions. Please feel free to leave any written comments in the black mail box near the office door or call/text the Stable director, **Janelle Cobb at: 509-990-4684** with any questions, comments and/or concerns.*

I (PRINTED NAME) _____ ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE BARN GUIDELINES AS OUTLINED, AND AGREE TO ADHERE TO ALL GUIDELINES, OR RELINQUISH PRIVILEGES OF UNMONITORED ACCESS TO, AND/OR USE OF, THE SPOKANE EQUESTRIAN CENTER FACILITIES AS DEEMED BY THE OWNER.

PARTICIPANT SIGNATURE

DATE

