**EQUINE ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT**

Centerline Equestrian Center

4656 Monkey Hill Rd

Oak Harbor, WA 98277

**PRIOR TO HANDLING OR RIDING HORSES AT CENTERLINE EQUESTRIAN CENTER, ALL GUESTS MUST FILL OUT THIS AGREEMENT COMPLETELY. IT MUST BE LOGGED ON COVERPAGE & ORIGINALS KEPT IN LOGBOOK.**

Guest of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please read carefully before signing:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am voluntarily entering into the following agreement (“the Agreement”) with CENTERLINE EQUESTRIAN CENTER (Tim F. Lemons III & Erin M Curran) together with their members, sponsors, property owners (Pinguin Events, LLC), officials and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, and affiliated persons or entities (all these persons and entities will collectively be referred to in this agreement as “Centerline Equestrian Center”. These persons may own, care for, handle or board horses (herein “Horse/s”) for all and any equestrian activities at Centerline Equestrian Center’s facility whereas Centerline Equestrian Center offers Horse boarding regardless of who owns such facility. I provide this agreement to Centerline Equestrian Center and agree to be bound by it as an inducement to Centerline Equestrian Center and a condition for access to Centerline Equestrian Center facility. In addition to myself, I also make this agreement on behalf of the following persons who are my children or legal wards (under 18 years of age), and this agreement shall apply to me, and the minors listed below:

List names of minor children or legal wards and their relationship of minor/s to contracting party.

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I hereby agree as follows:

1. I voluntarily requested to enter Centerline Equestrian Center facility to engage in equine Activities including but not limited to being near horses, handling horses, grooming horses, riding horses and/or receiving riding instruction (herein “Equine Activities) at Centerline Equestrian Center facility and/or on its adjacent trails.
2. **ASSUMPTION OF RISK**. I am aware that anyone engaging in Equine Activities can suffer bodily injury including death, due to the unpredictable, dangerous, and powerful nature of horses. I understand that when frightened, angry or under stress, the natural instinct of a horse is to jump forward, up, sideways and/or backwards, and/or to run away from danger by trotting, galloping or bolting. I also understand that Horses are also known to kick, rear up, s pin around, strike and bite without warning. I also understand that Horses can trip and fall even on seemingly level ground and such trips can result in severe bodily injury including death to the rider, handler, or anyone near a horse. I understand that these risks are inherent in Equine Activities and can occur with or without negligence on the part of Centerline Equestrian Center, and I expressly agree to assume all these risks associated with Equine Activities for myself, and my minor children and/or legal wards listed above. Furthermore, I assume the risks associated with the condition of the premises of Centerline Equestrian Center facility including but not limited to pitfalls, ditches, uneven surfaces, and other obstacles and activities associated with a working Horse farm.

**\_\_\_\_\_\_\_X Initial Here**

1. **LIABILITY WAIVER.**  As lawful consideration for being permitted to enter facility and engage in Equine Activities at Centerline Equestrian Center Facility and/or adjacent trails, with Horses, regardless of who owns them, I agree to assume full responsibility for all bodily injuries, including death and damages which may occur to me. Damages can include but are not limited to medical expenses, losses incurred because of bodily injuries or death, property damages and/or personal property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Centerline Equestrian Center, and its respective employees, agents, insurers, representatives, heirs, assignees, and other persons acting on their behalf, of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action, (present and future), whether the damage is caused by the ordinary negligence of these parties or not.

**I AGREE THAT CENTERLINE EQUESTRIAN CENTER SHALL NOT BE LIABLE FOR LOST PROFITS, LOST OPPORTUNITIES, CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM CENTERLINE EQUESTRIAN CENTER’S ACTS OR OMISSIONS.**

**\_\_\_\_\_\_\_\_X Initial Here**

1. **INDEMNITY AGREEMENT.** I also agree to indemnify and hold harmless Centerline Equestrian Center and its respective owners, managers, employees, agents, insurers, representatives, heirs, assigns, and others acting on their behalf of against all damages which are sustained or suffered by me and/or any third person who are not parties to this Agreement, including but not limited to other people, guests, etc. This indemnity agreement shall apply regardless of whether the injury, death, or damage incurred by others is caused by the ordinary negligence or Centerline Equestrian Center, and its respective owners, managers, employees, agents, insurers, representatives, heirs, assigns or others acting on their behalf.

**\_\_\_\_\_\_\_\_X Initial Here**

1. **HELMETS/PROTECTIVE HEADGEAR POLICY.** I understand that Centerline Equestrian Center requests that I wear properly fitted and secured ASTM-standard/SEI certified equestrian protective headgear while engaging in Equine Activities to reduce the severity of injuries, and possibly prevent death.

I understand that and agree that minors must wear properly fitted and secured ASTM-standard/SEI certified equestrian protective headgear when riding at Centerline Equestrian Center facility and individuals, of any age, if jumping must wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear. I understand that this is required by Centerline Equestrian Center. I understand that the Centerline Equestrian Center does not provide headgear for me, and I am solely responsible for providing this equipment for myself and my minor children.

**\_\_\_\_\_\_\_\_X Initial Here OR the below statement**

I have read the above statement on protective headgear but have chosen not to wear protective headgear as I am over 18 and I will not be jumping horses. Centerline Equestrian Center has herein informed me of the dangers and risks inherent in equestrian activities, and that my decision to not wear protective headgear my result in more serious injuries or death.

**\_\_\_\_\_\_\_ X Initial Here**

1. **STATEMENT OF PERSONAL INSURANCE.**  I hereby represent that I am now and will be always while on Centerline Equestrian Center’s Facility, covered by accidental/medical insurance, or that I have sufficient funds to pay for my own medical care.

**\_\_\_\_\_\_ X Initial Here OR the above statement**

1. I understand that independent trainers may conduct business (prior management approval required) at Centerline Equestrian Center but that these individuals are not employees, partners, or in joint venture with Centerline Equestrian Center.
2. The Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is governed by WA State law and is intended to be as broad and inclusive as is permitted in WA State law. Should any clause conflicts with Washington law that clause will be null and void, and the remainder of this document shall remain in full effect. The Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement can only be modified by a written agreement that is signed by me and Centerline Equestrian Center. If I breach this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement, I agree to pay attorneys’ fees and court costs related to such breach that are incurred by Centerline Equestrian Center.

I HEREBY REPRESENT THAT I AM AT OR OVER 18 YEARS OF AGE, AND (IF I AM SIGNING OF BEHALF OF A CHILD OR LEGAL WARD) I AM THE MINOR’S PARENT OR LEGALLY APPOINTED GUARDIAN; I AM OF SOUND MIND, NOT SUFFERING FROM SHOCK AND NOT UNDER THE INFLUENCE OF DRUGS, ALCHOOL OR OTHER INTOXIFYING SUBSTANCE; I HAVE READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND IT; I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT; AND INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name, address, phone number and email address