

**LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK FOR PARTICIPATION IN EQUINE ACTIVITY AT
SPIRIT2SPIRIT LLC FACILITY AND GROUNDS**

This agreement is made and entered into on this ____ day of _____, 2023, by and Spirit2Spirit, LLC, hereinafter designated "Spirit2Spirit" and, _____ hereinafter designated Participant; and if Participant is a minor, Participant's parent or guardian, _____ In return for the use today, and on all future days, of property, facilities, and services of Spirit2Spirit, the Participant, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant agrees to follow carefully all posted stable rules and any other rules provided to Participant regarding use of property.
2. Participant makes the following representations and warranties on behalf of Participant, and Participant's guardians, heirs and assigns (collectively, the "Participant Parties"). Participant has the requisite authority to enter into this Agreement upon behalf of the Participant Parties. Participant does not have any physical or mental conditions that may prevent Participant from safely participating in horse-related activities.
3. Participant understands there are inherent risks in and around equine activities. Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the un predictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions; collisions with other equine or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability.
4. **PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON SPIRIT2SPIRIT'S PROPERTY AND FACILITIES** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency care, and/or the negligence and/or deliberate act of another person.
5. Participant agrees to hold Spirit2Spirit, owners, managers, employees, and volunteers or representatives and all successors, assigns, subsidiaries, franchises, contractors, subcontractors, affiliates officers, directors, and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in conjunction with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Spirit2Spirit's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Spirit2Spirit.
6. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

7. Participant agrees to indemnify and defend Spirit2Spirit, owners, managers, employees, and volunteers or representatives and all successors, assigns, subsidiaries, franchises, contractors, subcontractors, affiliates officers, directors, and agents against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses including attorneys' fees, which in any way arises from Participant's use of or presence upon the Spirit2Spirit's property and facilities.

8. Under WASHINGTON law, an equine activity sponsor or Spirit2Spirit is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Pursuant to RCW 4.24.530

9. This contract 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 this state. The parties hereby agree that any legal action under the agreement must be brought in Snohomish County, Washington State.

10. In addition, the participant gives Spirit2Spirit, owners, managers, employees, and volunteers or representatives and all assigns, affiliates officers, directors, and agents, the authority and permission to call for any medical and/or emergency services including but not limited to Doctor, Ambulance, EMT or Fire Department.

11. **Entire Agreement.** 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 the parties.

12. **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.

Spirit2Spirit Representative:

Signature: _____

Print: _____

Title: _____

Date: _____

Participant:

Signature: _____

Print: _____

Phone: _____

Date: _____

In Case of Emergency Please contact:

Name: _____ Relationship: _____ Phone: _____