

THE PLACE OF HORSES D/B/A THE WHOLE HORSE PLACE
a Washington 501(c)(3) Non-Profit Corporation (“BARN”)

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT (“AGREEMENT”)

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

INHERENT RISKS.

_____ **[Initials]** WHEREAS, the UNDERSIGNED acknowledges the inherent risks involved in equine activities, which risks include but are not limited to, bodily injury, illness, disability, death and/or property damage, and are described in greater detail below, as a result of being on BARN property; attending equine events, classes, or clinics on or off of BARN property; hauling into BARN, riding, horse boarding, having a horse in training or used by BARN for lessons, receiving education, receiving lessons (not limited to Pee Wee Barn Buddy, Buddy, & Ranch Hand lessons; Mom and Me classes; & volunteer “Wranglers”); any “camps” including “Summer Barn Buddy Camp” and “Summer Camp”; observing, using, grooming, petting, haltering, handling, leading, tying, saddling/tacking-up, cleaning tack, mounting a horse; round pen use, trail riding on or off of BARN property (including the forest trails at Alpine Properties), in-hand training or coaching, groundwork, as well as, feeding and watering, cleaning stalls, bathing, “horse health” education and activities, routine care including veterinary & farrier services, providing care generally, turn out/turn in of horses to/from pastures/paddocks, transportation including loading/unloading, other “horsekeeping” and chores, or otherwise being in close proximity of horses, including as a spectator or student, as well as any other risks reasonably related to engaging in equine activities; and that both horse and/or rider can be injured during even seemingly normal use;

OTHER RISKS INCLUDE, BUT ARE NOT LIMITED TO:

_____ **[Initials]** The propensity of horses to behave in ways, such as, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, falling or stepping on, as well as in other ways not listed herein that are generally characteristic of horses; the unpredictability of a horse’s reaction to such things as sounds, colors, sights, surprises, sudden movement and/or unfamiliar objects, other persons or other animals (whether domestic or wild); and reality that horses can encounter sickness or disease, astray, theft, damage, injury or death, especially during training. All of which may also result in an injury, harm, or death to persons and/or property damage;

_____ **[Initials]** Inherent risks for injury to a person(s) are not limited to, falls, fractures, concussions or any head injury, paralysis, disability, death, overexertion, fatigue, overheating; injuries due to a lack of physical fitness or conditioning, prior injuries, illness, or medical condition; the negligence of others; the potential for BARN, a participant, a spectator, any guest including the Undersigned’s family, or any other third-party, to act in a contributorily negligent manner that may thereby contribute to the Undersigned’s injuries; exposure to a communicable disease, pathogen, illness, infection, plague, or other transmittable condition (including COVID-19); environmental factors not limited to the weather, terrain, any cliff or drop off, any body of water whether natural or man-made, forestry, or noxious/poisonous plants not limited to nettles or prickly plants; poisonous insects, spiders, reptiles, bees, or any other insect, animal or predator; fencing, electric fencing or barbed wire; arena equipment such as poles, cones, jumps, barrels, mirrors, obstacles, or otherwise; slip and fall; cars or any other motorized vehicles, farm equipment, bikes or ATVs; roads, pathways, or trails; the potential that any person may fail to maintain control over their horse, may overstate or misrepresent their equine abilities, or otherwise fail to act within the participant’s ability; the potential for collisions between horses, people, other animals, property, or any combination thereof; injuries as a result of other animals (whether domestic or wild); injuries as a result of a dog or cat bite, scratch, or strike; any injury sustained as a result of equipment, tack, or tack/equipment failures; injuries as a result of the ground or arena footing; unknown latent property defects; new, undiscovered, or preexisting surface or subsurface conditions, or damages to BARN or its premises such as damage to stalls, barns, aisles, walls, riding areas or arenas, sheds, paddocks, pastures, fencing, walkways, any wooden structures, plumbing, wash racks, equipment, driveway(s), gardens or forestry, landscaping, BARN or barn equipment, or other miscellaneous objects such as poorly placed tools, horse blankets or tack whether or not the personal property of the Undersigned; any consequences due to limited availability of emergency medical care; or the Undersigned’s failure to wear protective gear not limited to an ASTM-standard/SEI-certified equestrian riding helmet or vest; and

_____ **[Initials]** Inherent risks of property damage not limited to, any lost, stolen, or damaged personal property of the Undersigned such as, electronics, clothing or footwear, tack or equipment, the equine’s personal effects, vehicles or horse trailers including the contents thereof; or damage to property due to exposure to weather or other natural elements.

HOLD HARMLESS RELEASE OF LIABILITY.

_____ [Initials] WHEREAS, the UNDERSIGNED, acknowledges s/he has read and understands the foregoing “Inherent Risks” and does hereby knowingly and voluntarily release THE PLACE OF HORSES D/B/A THE WHOLE HORSE PLACE, its officers, directors, shareholders, employees, independent contractors, agents, or volunteers, (“BARN”) from any liability or responsibility for accident, damage, injury, disability, death, or illness (including COVID-19) to the Undersigned or the Undersigned’s minor child, or any horse owned by or in the custody and control of the Undersigned, or to any family member, guest, or spectator accompanying the Undersigned, including any of the Undersigned’s minor children, while at any location on or off of the premises of BARN; and that except in the event of BARN’S gross negligence or willful conduct, the Undersigned agrees to not bring any claims, demands, actions or causes of action, and/or litigation, against BARN for any economic or non-economic losses due to bodily injury, illness (including COVID-19), disability, death, and/or property damage sustained by the Undersigned and/or the Undersigned’s minor child or legal ward in relation to the premises and operations of BARN, including while boarding, receiving any lessons or education, volunteering as a “Wrangler”, riding, handling, hauling into BARN, engaging in any equine activities, or otherwise being near horses owned by or in the care, custody and control of BARN or third-parties, including as a spectator.

INDEMNIFICATION.

_____ [Initials] IN CONSIDERATION, therefore, for the privilege of riding, trail riding, boarding, hauling into BARN, attending events; receiving lessons, education or training; volunteering as a “Wrangler”, spectating, and/or working around horses, as afforded by BARN, at any location on or off of the premise, today and on all future dates, the Undersigned does hereby agree to defend and indemnify BARN, its officers, directors, shareholders, employees, independent contractors, agents, or volunteers, and agrees to pay all associated legal fees and costs incurred by BARN’S defense, arising out of the acts or omissions of the Undersigned, or the Undersigned’s minor child, while receiving the services as described herein, or arising from the use of the property and facilities.

ASSUMPTION OF RISK.

_____ [Initials] The Undersigned, completely understanding and acknowledging the inherent dangers associated with boarding, equine education, riding lessons, volunteering as a “Wrangler”, riding/handling horses, attending events, & participation in any equine activities, and also having had an opportunity and sufficient time to fully inspect the BARN premises including sufficient opportunity to know of and appreciate specific risks of BARN’S premises, does hereby voluntarily, knowingly, and expressly assume all associated risks and hazards of the land, boarding, hauling into BARN, attending equine events or lessons, spectating, or from participating in any equestrian event or equine activity or non-equine activity.

See page one under “Inherent Risks” for a non-exhaustive but more thorough description of associated dangers and risks.

MEDICAL RELEASE.

_____ [Initials] The Undersigned hereby authorizes BARN to seek emergency medical care or transportation if in BARN’S discretion emergency medical care is necessary for the Undersigned, a minor participant, or an accompanying spouse or relative, and the Undersigned is unable to convey permission for such care at all or in a timely manner.

USE OF MY LIKENESS AND RELEASE.

_____ [Initials] By initialing & signing below, I hereby give BARN permission to use my photographic likeness and/or a photographic likeness of my property, including my horse(s), in display, the internet or BARN’S website, advertisements, marketing, promotional or educational publications, and in any other media including social media or email. I hereby grant permission to BARN to use, reproduce, distribute and/or publicize my photographic likeness and/or likeness of my property, including my horse(s). Publication, use, and distribution of these photographic likenesses may be by any means and without limit. Publication or use may occur in any media form, including internet, email, website or web pages, social media, newspapers, magazines, television, brochures, pamphlets, instructional material, books, and educational material.

PROTECTIVE RIDING GEAR / MISCELLANEOUS.

_____ [Initials] The Undersigned further voluntarily, knowingly and expressly agrees to hold harmless and indemnify BARN of any and all risks from failing to wear protective gear or improperly fitting gear including but limited to an ASTM-standard/SEI-certified equestrian riding helmet or safety vest (for which compliance will not be monitored by BARN), failing to thoroughly read and abide by all BARN rules or procedures (whether or not posted or in effect at the time of this Agreement), and/or the Undersigned’s failure to fairly and accurately represent and warrant his or her equine abilities and experience, or the equine’s training or experience.

Severability: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Governing Law; Attorney Fees: The Undersigned agrees that this Agreement shall be subject to the laws of the State of Washington and that any dispute arising from this Agreement shall be subject to the exclusive jurisdiction and venue in the Superior Court of the State of Washington in and for the County of Kitsap. The prevailing party shall be entitled to reasonable attorney fees and costs.

Facsimile and Electronic Signatures Authorized: The Parties to this Agreement may complete and sign this Agreement electronically and such copies will be treated as original for purposes of enforcing the terms of this Agreement.

WARNING: Under Washington Law (Chapter 4.24, Revised Code of Washington), an “Equine Activity Sponsor” or “Equine Professional” is not liable for an injury to or the death of a participant engaging in an “Equine Activity” resulting from the inherent risks of Equine Activities.

I HAVE READ THIS DOCUMENT THOROUGHLY AND UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

(Signature of Owner / Participant)

(Print Name)

Dated: _____

[IF PARTICIPANT IS UNDER 18 YEARS OF AGE]:

I hereby certify that I am the parent or legal guardian of the child participant indicated below. By signing this document, I certify I have read the document thoroughly and agree to be bound by its terms.

(Signature of Parent/Legal Guardian)

(Check One: Parent or Legal Guardian)

Print Name: _____

Dated: _____

Child's Name: _____

Child's Age: _____ Child's DOB: _____

OWNER / PARTICIPANT INFORMATION:

Address: _____

City: _____ State: _____ Zip: _____

Mobile Telephone: _____

Work Telephone: _____

Other: _____

Email: _____

Emergency Contact:

Name(s): _____

Phone Number(s): _____

Relation to you: _____

APPROVED BY:

By: _____

Dated: _____

Tina Meekins,
Director of The Place of Horses D/B/A The Whole Horse Place