



REINING HORSE ASSOCIATION OF THE NORTHWEST (“RHANW”) RELEASE OF LIABILITY & 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, ILLNESS, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING & AGREEMENT TO ITS TERMS.

INHERENT RISKS.

_____ [Initials] WHEREAS, the UNDERSIGNED acknowledges the inherent risks of equine activities, which risks include but are not limited to, bodily injury, death, illness, and/or property damage, and are described in greater detail below, as a result of attendance and participation in a Reining Horse Association of the Northwest (“RHANW”) reining competition, not limited to the arena ground, congregating at the in-gate or in arena(s), being in proximity of the tractor and drag equipment in any manner, other activities in the proximity of horses in any manner including as a rider, trainer, judge, volunteer, or spectator, and any other risks reasonably related to engaging in equine activities; and that both horse and/or rider, as well as spectators, can be injured during even seemingly normal use or competition;

OTHER INHERENT 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 or competition. 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, slips, 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 RHANW, 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; environmental factors not limited to the weather or terrain; cars or any other motorized vehicle, golf cart, bike or ATV; 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; injuries as a result of a dog bite, scratch, or strike; unknown latent property defects; new, undiscovered, or preexisting surface or subsurface conditions, or damages to Appleatchee Riders Association’s or the Washington State Horse Park’s premises such to stalls, barns, aisles, walls, riding areas or arenas, arena ground/footing, fencing, walkways or pathways, roads, trails, any wooden structures, plumbing, wash racks, equipment, farm or barn equipment, or other miscellaneous objects; any consequences due to limited availability of emergency medical care; or the Undersigned’s failure to wear an ASTM-standard/SEI-certified equestrian riding helmet; 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, RVs / campers, or horse trailers including the contents thereof; damage to property due to exposure to weather or other natural elements; or any damage, injury, illness, or death to horse(s) as a result of the Appleatchee Riders’ or the Washington State Horse Park’s premises, equipment, facility use, riding, training, warm-up, competition, any motorized vehicle, or otherwise.

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 RHANW, Appleatchee Riders Association (“Appleatchee Riders”), Washington State Horse Park (“WSHP”), their directors, officers, employees, sponsors, , members, volunteers, agents, and representatives (“RHANW, APPLEATCHEE RIDERS, & WSHP”) from any liability or responsibility for accident, damage, injury, death, or illness 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 APPLEATCHEE RIDERS or WSHP; and that except in the event of RHANW'S, APPLEATCHEE RIDERS', or WSHP'S gross negligence or willful misconduct, the undersigned agrees to not bring any claims, demands, actions or causes of action, and/or litigation, against RHANW, APPLEATCHEE RIDERS, & WSHP for any economic or non-economic losses due to bodily injury, death, illness, and/or property damage sustained by the Undersigned and/or the Undersigned's minor child in relation to the APPLEATCHEE RIDERS' or WSHP'S premises and RHANW'S competition operations, including attendance and/or participation in a horse competition, engaging in equine activities, or otherwise being near horses.

INDEMNIFICATION.

_____ [Initials] IN CONSIDERATION, therefore, for the privilege of attending and/or participating in reining competitions as afforded by RHANW, APPLEATCHEE RIDERS, & WSHP, at any location on or off of the premise, today and on all future dates, the Undersigned does hereby agree to defend and indemnify RHANW, APPLEATCHEE RIDERS, & WSHP, their directors, officers, employees, sponsors, suppliers, members, agents and representatives, and agrees to pay all associated legal fees and costs incurred by RHANW'S, APPLEATCHEE RIDERS', & WSHP'S defense, arising out of the acts or omissions of the Undersigned, or the Undersigned's minor child, while attending and/or participating in a reining competition as described herein, or arising from the use of APPLEATCHEE RIDERS' or WSHP'S property and facilities.

ASSUMPTION OF RISK.

_____ [Initials] The Undersigned, completely understanding and acknowledging the inherent dangers associated with attendance and/or participation in a RHANW reining competition and equine activities generally, and also having had an opportunity and sufficient time to fully inspect the APPLEATCHEE RIDERS and WSHP premises including sufficient opportunity to know of and appreciate specific risks of RHANW'S reining competition and APPLEATCHEE RIDERS' and WSHP'S premises, does hereby voluntarily, knowingly, and expressly assume all associated risks and hazards of the land, arena ground, or from participating in any equestrian riding event or equine activity including a reining competition.

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

COVID-19 ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY.

_____ [Initials] I, the Undersigned, understand that while RHANW, APPLEATCHEE RIDERS, & WSHP have undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with attendance and participation in the RHANW reining competition, RHANW, APPLEATCHEE RIDERS, & WSHP are not responsible in any manner for any risks related to COVID-19 in connection with RHANW reining competitions. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that attendance and participation in a RHANW reining competition (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I, the Undersigned, hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks.

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 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. Any action brought by any party hereto shall be brought within the State of Washington, County of Chelan and the prevailing party shall be entitled to reasonable attorney fees and costs.

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 Participant)

Dated: _____

(Print Name)

**PARENT / LEGAL GUARDIAN
[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 Agreement, I certify I have read the document thoroughly and agree to be bound by its terms.

(Signature of Parent / Legal Guardian)

Child’s Name: _____

(Print Name)

Child’s Age: _____

Child’s DOB: _____

Dated: _____