



EQUIDAE FARM



HUNTER | JUMPER | EQUITATION
DRESSAGE | EVENTING

Equidae Farm LLC

Waiver - Release and Indemnity Agreement

I understand that equines are potentially dangerous animals, and can cause serious injury to me and to others, including permanent injury and/or death, or damage to property, including other equines. Any and all such injury, death, harm, loss, or damage is collectively referred to herein as "Injury." I understand that any equine, regardless of its training and prior behavior, may act or react unpredictably at any time, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, refuse to jump, collide with or fall onto objects, collide with other equines, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause or contribute to my Injury. I understand that other riders and handlers may act in a negligent or unskilled manner, including but not limited to failing or an inability to maintain control of his/her equine, which may cause or contribute to my Injury. I understand that tack or other equine equipment can break, loosen, or otherwise fail, causing Injury. I understand that the risks set forth in this paragraph and other similar risks are inherent to participation in any "equine activity" as defined by RCW 4.24.530(2).

I understand there are potential hazards at any equine facility, including but not limited to uneven, slippery or rocky footing, open water, gopher holes, molehills, irrigation equipment, water drainage ditches, hoses, and electric fencing. I further understand and acknowledge that there may be animals, including but not limited to other horses, deer and dogs, present at an equine facility that present a risk of Injury.

Referenced as Exhibit A hereto are copies of RCW 4.24.530, "Limitations on liability for equine activities—Definitions," and RCW 4.24.540, "Limitations on liability for equine activities—Exceptions." By signing this Release and Indemnity Agreement, I acknowledge that I have read and understand these laws.

I acknowledge that I have been advised to purchase and wear properly fitted and secured ASTM-standard/SEI-certified headgear at all times when riding or near equines in order to prevent or reduce the severity of head injuries that may result from a fall, kick, or other occurrences.

I have read and understand the Equidae Farm Facility Rules and agree to abide by them at all times.

I understand that any and all other persons providing equine training and/or riding instruction services for compensation on behalf of Equidae Farm LLC (collectively, "Trainers") are each an "equine professional" as defined by RCW 4.24.530(6).

I understand that Equidae Farm LLC, and any and all other individuals, groups, partnerships, or corporations (collectively, "Sponsors") that sponsor, organize, or provide facilities for an equine activity are each an "equine activity sponsor" as defined by RCW 4.24.530(3).

I understand that each of the following is an "equine activity" as defined by RCW 4.24.530(2): equine training; riding instruction; equine boarding; exhibition in equine shows; riding; inspecting or evaluating an equine belonging to another; and all activities and services related to such activities otherwise provided by trainers or Sponsors.

I understand that by riding, training, driving, or riding as a passenger upon an equine, whether mounted or unmounted, I am "engaging in an equine activity" as defined by RCW 4.24.530(5).

I understand that by directly engaging in any such equine activity, I am a "participant" in an equine activity as defined by RCW 4.24.530(4).

The equine boarding facility, including but not limited to the barn, arena, outbuildings, paddocks, pastures, driveway, and surrounding acreage at the facility at which Equidae Farm LLC operates its business is referred to herein as the "Premises."

I understand and agree that, subject to the provisions of RCW 4.24.530 and RCW 4.24.540, I board my horse (if applicable) on the Premises at my own risk. I further understand and agree that I store, leave, or park any personal property at or on the Premises, including but not limited to tack, equipment, horse trailer(s), and motor vehicles, at my own risk.

I UNDERSTAND THAT BY MY PRESENCE AT THE PREMISES, I HAVE INDICATED THAT I ACCEPT THE LIMITS OF LIABILITY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, AS SET FORTH IN RCW 4.24.530 AND RCW 4.24.540. I UNDERSTAND THAT THE PREMISES ARE NOT A SPECTATOR AREA, AND THAT BY MY PRESENCE AT THE PREMISES, I WILL BE REGARDED AS A PARTICIPANT IN AN EQUINE ACTIVITY IN ACCORDANCE WITH RCW 4.24.520 AND RCW 4.24.540.

I UNDERSTAND THAT EQUIDAE FARM LLC; AND THEIR RESPECTIVE MEMBERS, MANAGERS, OWNERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, OR ANY OF THEM, ARE REFERRED TO HEREINAFTER COLLECTIVELY AS THE "RELEASED PARTIES."

I UNDERSTAND THAT AS A CONDITION OF MY PRESENCE AT OR USE OF THE PREMISES, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME THE INHERENT RISKS THAT MAY RESULT FROM EQUINE ACTIVITIES.

I UNDERSTAND THAT AS A CONDITION OF MY PARTICIPATION IN ANY EQUINE ACTIVITY PROVIDED BY THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO RIDING, TRAINING, DRIVING, OR RIDING AS A PASSENGER UPON AN EQUINE, WHETHER MOUNTED OR UNMOUNTED, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL INHERENT RISKS THAT MAY RESULT THEREFROM.

EXCEPT AS EXPRESSLY LIMITED BY AND SET FORTH IN RCW 4.24.540, I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVES, HEIRS, AND ASSIGNS, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM THE RELEASED PARTIES FOR ANY INJURY TO ME, WHETHER KNOWN OR UNKNOWN, RESULTING FROM OR ARISING OUT OF MY PARTICIPATION IN ANY EQUINE ACTIVITY PROVIDED BY THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO EQUINE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE IF I DID NOT SIGN THIS AGREEMENT OF RELEASE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO RECOVER DAMAGES FROM THE RELEASED PARTIES IN THE EVENT OF ANY INJURY TO ME. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED, AND HAD AN OPPORTUNITY, TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

I agree that my execution of this Agreement of release is binding upon me and/or my representatives, heirs, and assigns, and that the Released Parties shall not be liable for my Injury. I agree that this Agreement shall be construed in accordance with Washington law. I agree that if there is any dispute arising out of or in any way related to this Agreement, including but not limited to any and all disputes to enforce or determine the parties' rights or duties arising out of the terms hereof, such dispute shall be brought in the superior court of Snohomish County, Washington. **I agree to waive the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.**

I agree to indemnify, defend, and hold harmless the Released Parties for: (a) any and all Injury resulting from or arising out of my participation in any equine activity provided or sponsored by the Released Parties, or any of them, including but not limited to equine boarding, riding, training, driving, handling, or grooming, and riding as a passenger upon an equine; and (b) any and all injuries, death, and property damage sustained or suffered by any third parties (i.e., people who are not parties to this Agreement, including but not limited to, my children, family members, friends, guests, etc.) to the extent resulting from, arising out of, or caused by, directly or indirectly, my actions or those of my horse, children, family members, friends, and guests.

I intend this Agreement to be as broad and inclusive as permitted under Washington law. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER WASHINGTON LAW. I agree that if any provision of this Agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect.

I ACKNOWLEDGE AND REPRESENT THAT: (A) I AM AT LEAST 18 YEARS OF AGE, OF SOUND MIND; (B) I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS; (C) THE INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE; AND (D) I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Date: _____

Participant's Name (Print): _____ Participant's Ages: _____

Participant's Signature: _____

Association with Equidae Farm: _____

(ex: Owner of horse (name), leasee of horse (name), guest of person (name), service provider/company name)

Address: _____

Email: _____

Phone (Cell): _____ Phone (Home): _____

PARENTS/GUARDIANS MUST SIGN IF PARTICIPANT IS UNDER 18

Parent/Guardian (Print): _____

Signature: _____

Address: _____

Email: _____

Phone (Cell): _____ Phone (Home): _____

2nd Parent/Guardian (if applicable) (Print): _____

Signature: _____

Address: _____

Email: _____

Phone (Cell): _____ Phone (Home): _____

EXHIBIT A

RCW 4.24.530 and RCW 4.24.540

RCW 4.24.530

Limitations on liability for equine activities—Definitions.

Unless the context clearly indicates otherwise, the definitions in this section apply to RCW 4.24.530, 4.24.540, and section 3, chapter 292, Laws of 1989.

(1) "Equine" means a horse, pony, mule, donkey, or hinny.

(2) "Equine activity" means: (a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games, and hunting; (b) equine training and/or teaching activities; (c) boarding equines; (d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (e) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(3) "Equine activity sponsor" means an individual, group or club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, an equine activity including but not limited to: Pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs, and, operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

(4) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

(5) "Engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

(6) "Equine professional" means a person engaged for compensation (a) in instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine, or, (b) in renting equipment or tack to a participant.

Limitations on liability for equine activities—Exceptions.

(1) Except as provided in subsection (2) of this section, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection (2) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.

(2)(a) RCW 4.24.530 and 4.24.540 do not apply to the horse racing industry as regulated in chapter 67.16 RCW.

(b) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional:

(i) If the equine activity sponsor or the equine professional:

(A) Provided the equipment or tack and the equipment or tack caused the injury; or

(B) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and determine the ability of the participant to safely manage the particular equine;

(ii) If the equine activity sponsor or the equine professional owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted;

(iii) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;

(iv) If the equine activity sponsor or the equine professional intentionally injures the participant;

(v) Under liability provisions as set forth in the products liability laws; or

(vi) Under liability provisions in chapter 16.04, *16.13, or * 16.16 RCW.

[1989 c 292 § 2.]