

AN AGREEMENT AND RELEASE FROM LIABILITY CONTRACT

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PLEASE READ THIS DOCUMENT CAREFULLY

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, at the facility known as Woodbrook Stables by and between Jennifer Getty and Kerry Flaherty (Owners) and _____ (Participant), and, if Participant is a minor, the parent/guardian of Participant _____. In exchange for use of property, facilities, and services of Owner, the Participant, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities **AND** that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property and/or the adjoining property of others, which have given me permission to ride.
3. I agree to acknowledge all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Participant's safety while engaging in such activities.
4. I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, and employees are **NOT** liable for any injury to or the death of Participant and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Participant's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability

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whatsoever, including acts of ordinary negligence, associated with any equine activity during Participant's use of or presence upon the property owner's property.

8. I **AGREE NOT TO SUE** Owner, Owner's stable, its agents and/or employees in association with **ANY** claims, damages, costs, or expenses arising out of Participant's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.

9. Participant is responsible for complete and full insurance coverage on himself/herself, personal property, and Participant's horse.

10. Participant and Participant's parent or guardian, (if Participant is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Washington.

I have read and understand without question, this agreement and release of liability contract before having signed below.

X _____ X _____
Owner's Signature Participant's Signature

X _____
Participant's Parent or Guardian's Signature (if Participant is a minor)