

HOLD HARMLESS AGREEMENT, WAIVER AND RELEASE, COVENANT NOT TO SUE

NOTE: everyone (legal guardian for those under age 18) who wishes to use the facilities at SSHF must sign this document. Please read and initial each paragraph as you approve it.

For myself individually, for each minor child I am legal guardian of, for our heirs and personal representatives, I (we) make the following statements and legally binding promises:

1. \_\_\_ I am aware of and fully understand that all horses are unpredictable and potentially dangerous. I assume these risks and waive any present or future right to make any claim against SSHF (owners, employees, insurers, heirs or successors in interest will be known hereafter as SSHF) for accidents, injury, loss, damage or death. I release SSHF from all claims, demands, actions or injuries that may arise from my (or my children's) presence. This release also covers property damage or loss, whether by fire, theft, disappearance, injury or any other cause.

2. \_\_\_ I have inspected the premises at SSHF and will continue to familiarize myself with any hazards of physical features. I assume responsibility for inspection of my own tack prior to riding. I understand that riding can be a dangerous sport. I am aware that injuries to horse/rider may occur and assume that risk.

3. \_\_\_ I understand that proper riding attire can help reduce but not eliminate risks of riding. I understand that professional instruction can help reduce risks, but not eliminate them while handling or riding horses. I understand that riding surfaces can be unsafe due to weather and other conditions, and expressly assume that risk by my presence under these conditions.

4. \_\_\_ I understand that SSHF does not carry any insurance on horse, tack, trailers or any other equipment not owned by it, and that all risks connected with boarding, riding and the presence of personal property on the premises are borne by the boarder and/or owner of that property. I understand that while my horse is in the custody of SSHF, that SSHF, its owners, instructors, nor employees shall be liable for sickness, disease, theft, death, or injury to the horse. I assume these risks.

5. \_\_\_ SSHF has my permission to initiate emergency medical first aid treatment for myself, children or animals in case of accident. SSHF has my permission to authorize emergency medical or veterinary treatment by professionals unless otherwise agreed upon. This assistance will be at my cost.

6. \_\_\_ I promise not to sue SSHF nor bring any counterclaim or third-party claim against SSHF. I understand that if I change my mind and sue, the court may be asked to dismiss the lawsuit because of this signed release and promise. If I break this promise, I authorize the court to award SSHF all of its legal fees and expenses in defending this claim. I promise to defend and hold harmless SSHF from any demand, claim or suit by anyone arising from my presence or my child's or horse's presence or participation.

7. \_\_\_ I understand that horses often injure themselves or other horses and that unexplained cuts, bruises, scratches and lameness can occur. I understand that horses may contract a disease or illness. I understand that serious injury or death of my horse may occur on the premises of SSHF. I assume these risks.

WARNING: Under Washington law, an equine activity sponsor or equine professional is not liable for injury or death of a participant in equine activities resulting from the inherent risks of equine activities. *Revised Code of Washington 4.24.540*

I understand that I am giving up certain legal rights in this document. I have had the opportunity to seek advice in this regard, if I so wish, before signing this document. I sign this document voluntarily, because I understand that this is an absolute requirement for myself (children or guests) to use the facilities at SSHF. I have read and initialized each paragraph. Non-enforcement of any clause does not render other clauses non-binding. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ at Spokane, Wa 99224

Signature \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ email \_\_\_\_\_