

Bear Creek Equestrian Facility – RELEASE
93 Lower Bear Creek Road • Winthrop, WA • 98862

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Read this agreement carefully before signing it, your signature indicates that you understand it, and agree to its terms. By signing this agreement, you (and your child) are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages, for any reason, including but not limited to, the negligence of the stable, its owner, employees and agents (the "Releasees").

The Equine Activity Liability laws of the State of Washington, RCW 4.24.540, state among its statutory provisions that "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."

I, _____, on behalf of myself (and my minor child)
_____, address _____
Phone _____ email _____

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representative, heirs, next of kin, spouses and assigns: I HEREBY ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of the extent of their training and past performances.

1. I acknowledge that a horse, without warning or any apparent cause, may back, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall to the ground to be jolted, resulting in serious injury or death.
2. I voluntarily assume all of the risk and danger of injury or death inherent in the handling or riding of the horse on all surfaces and in all areas of the property including arenas, roads, paths and trails. I understand birds and other animals reside in the plants, bushes and trees that surround the property and that they may spook when a horse goes by increasing the chance of injury.
3. I release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to me or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by **Releasees**.
4. I release the Releasees from any claim that the Releasees were negligent in connection with me or my child riding a horse, including but not limited to, training or selecting horses,

maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which results in loss, damage, injury or death.

5. I indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my, or my child's handling or riding the horse and/or use of any saddles, bridles, equipment, or gear provided therewith resulting from or contributed to by my own negligence.
6. I agree to keep my horse and any other animals belonging to me and my children on the BCEF grounds in control at all times and to act at all times in a reasonable and prudent manner and to not act negligently in any way whatsoever.
7. I expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Washington and is intended to be as broad and inclusive as is permitted by Washington law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Releasees in defending such an action. This agreement is shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians and my personal representatives.
9. IT IS REQUIRED THAT ANY RIDER UNDER 18 RIDERS WEAR A PROTECTIVE HELMET.
10. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE STABLE , ITS OWNERS, EMPLOYEES AND AGENTS, FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION TO RELEASEES ALLOWING ME OR MY CHILD TO RIDE OR HANDLE A HORSE.

I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF A HORSEBACK RIDING AND/OR HORSE HANDLING EXPERIENCE.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian _____

