

## **HEIRLOOM EQUESTRIAN CENTER, LLC WARNING, RELEASE, AND INDEMNITY AGREEMENT**

*I understand that equines are potentially dangerous animals, and can cause serious injury to myself and others, including permanent injury and/or death, or damage to property, including other equines. Collectively, any and all such injury, death, harm, loss, or damage is 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.

I acknowledge that Heirloom Equestrian Center, LLC ("Heirloom") has provided me with a copy of Washington's equine inherent risk laws, RCW §§ 4.24.530 – 4.24.540, and 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 understand that any and all persons providing equine training and/or riding instruction services for compensation on Heirloom's premises (collectively, "Trainers") are each an "equine professional" as defined by RCW § 4.24.530(6). I understand that Heirloom 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 a 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 Heirloom operates its business is referred to herein as the "Premises."

I further understand and agree that if my minor child, rather than I, is present on the Premises or engages in equine activities that are sponsored by Heirloom or provided by Trainers as described herein, then I intend any and all of the exculpatory terms and conditions set forth in this Agreement to apply to my minor child's presence on the Premises and/or participation in equine activities to the full extent permitted under Washington law.

I understand and agree that 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 WASHINGTON'S EQUINE INHERENT RISK LAWS' LIMITS OF LIABILITY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. 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 AND LIMITED BY WASHINGTON'S EQUINE INHERENT RISK LAWS.**

**I UNDERSTAND THAT HEIRLOOM; PREECE INVESTMENTS, 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 ANY AND ALL RISK THAT MAY RESULT THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS.**

**I UNDERSTAND THAT AS A CONDITION OF MY PARTICIPATION IN ANY EQUINE ACTIVITY SPONSORED OR 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, WHETHER MOUNTED OR UNMOUNTED, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ALL RISK THAT MAY RESULT THEREFROM, INCLUDING ALL INHERENT RISKS.**

**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 SPONSORED OR 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. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE, INCLUDING CLAIMS ARISING OUT, CAUSED BY, OR ASSOCIATED WITH ANY DANGEROUS LATENT CONDITION OF THE LAND OR FACILITIES UPON WHICH THE INJURY OCCURRED. THIS AGREEMENT OF RELEASE EXCLUDES CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

**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 Clark County Superior Court, 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.) as a result of, 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.

Heirloom strongly recommends that all persons on the Premises carry personal liability insurance. I represent that I am now and at all times will be covered by personal liability insurance coverage while on the Premises:

My Home or Renter's Insurance Company: \_\_\_\_\_

My Insurance Policy Number: \_\_\_\_\_

I ACKNOWLEDGE AND REPRESENT THAT: (A) I AM AT LEAST 18 YEARS OF AGE, OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS; (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: \_\_\_\_\_ Participant's Age: \_\_\_\_\_  
*(if Participant is under 18)*

Signature: \_\_\_\_\_  
*(Parent/guardian's signature if Participant is under 18)*

Parent/Guardian Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Phone (H): \_\_\_\_\_ Phone (W): \_\_\_\_\_

Phone (C): \_\_\_\_\_ Email: \_\_\_\_\_

**AT LEAST ONE PARENT/GUARDIAN MUST COMPLETE THE INFORMATION & SIGN BELOW  
IF PARTICIPANT IS UNDER 18**

Signature: \_\_\_\_\_  
*(If applicable)*

Signature: \_\_\_\_\_  
*(If applicable)*

Parent/Guardian: \_\_\_\_\_  
*(If applicable)*

Parent/Guardian: \_\_\_\_\_  
*(If applicable)*

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone (H): \_\_\_\_\_

Phone (H): \_\_\_\_\_

Phone (C): \_\_\_\_\_

Phone (C): \_\_\_\_\_

Phone: (W): \_\_\_\_\_

Phone: (W): \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**HEIRLOOM EQUESTRIAN CENTER, LLC  
MEDICAL CONSENT AND EMERGENCY CONTACT FORM**

I authorize and consent to Heirloom Equestrian Center, LLC and its employees, agents, representatives, or any of them, authorizing reasonable medical care on my behalf, including but not limited to medical or surgical diagnosis or treatment, x-ray examination, anesthesia, medication, and any other medical services that may be rendered under the general or specific instructions of any physician or hospital. I understand my authorization and consent is given in advance of any specific diagnosis or treatment that may be required, and to encourage the medical facility and its physicians and staff to exercise their best judgment as to the requirements of such diagnosis or treatment. I agree to pay all fees, costs, and charges that may be incurred in obtaining such diagnosis and treatment, including but not limited to physicians' fees, hospital charges, ambulance charges, medications, and other reasonably necessary fees and charges.

Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Participant's Age: \_\_\_\_\_  
*(if Participant is under 18)*

Signature: \_\_\_\_\_  
*(Parent/guardian's signature if Participant is under 18)*

Parent/Guardian Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_

Emergency Contact (Print): \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance Provider: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Insurance Group Number: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_

Insured's Employer: \_\_\_\_\_

Participant's Primary Care Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

*Heirloom recommends that you inform your trainer/instructor if you have any known allergies or medical conditions, or are taking any medications, so that medical personnel can be provided such information in the event of an emergency*