## LIABILITY RELEASE AND DISCHARGE, ACKNOWLEDGMENT OF RISK, AND INDEMNIFICATION AGREEMENT

This document affects your legal rights. <u>Please read and understand this document before signing it</u>. Holistic Horse Services, Inc. requires that you sign this form before it provides you with any services and before you participate in any activities.

- **RISKS**. Holistic Horse Services, Inc., a Washington corporation ("HHS"), which does business as The Bare Hoof School, Rendezvous Ranch, and The Tack Shack, provides various equestrian-related services and associated activities to its customers, including without limitation (collectively, the "Services"):
  - Horse boarding;
  - Use of a horse-riding arena and other facilities;
  - Horse training;
  - Riding lessons (including trail riding, dressage, Western riding, and jumping); and
  - Hoof trimming.

The Services present inherent RISKS OF SERIOUS INJURY AND DEATH to people and horses, and RISK OF PROPERTY **DAMAGE**. Some of these risks are obvious given the types of activities and services involved, but injury, death, and property damage may also result from unknown or unanticipated risks. Without limitation, such risks include: (1) horse behavior which may present risks to itself, persons, other horses, and property; (2) weather conditions that may change quickly, including temperature, precipitation, wind, lightning and excessive heat and sun; (3) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and sunburn; (4) contact with aquatic and land animals, including insects, reptiles and wildlife; (5) contact with brush, branches, and other foliage, including harmful plants such as poison ivy and stinging nettles; (6) difficult terrain or walking conditions along trails, including mud, slippery or loose rocks, loose footing, bridges, and steep slopes; (7) improper first aid, emergency treatment, or other attempted rescue services, including evacuation and the unavailability of life-saving services or immediate medical attention in the case of injury; (8) the consumption of tainted food or drink; (9) your own physical condition and acts or omissions; (10) your own and other participants' level of equestrian experience and expertise; (11) your own and other participants' unsafe behavior; (12) your own failure or that of other participants to follow HHS's safety guidelines and instructions of its instructors and other employees; (13) your own and others' improper use of equipment; (14) inadequate repair or maintenance of HHS's equipment; (15) failure of (including manufacturing or other defects, both apparent and latent) the equipment supplied or used by supplied or used by HHS; (16) vehicular or pedestrian accident while being transported or walking to or from activity sites; and (17) error or negligence on the part of HHS, its instructors, employees, or agents, including inadequate instruction or assistance.

- **2. AGREEMENTS.** By signing this form and receiving or participating in the Services:
  - a. You KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME ALL RISKS associated with the Services, both known and unknown, including any risks not listed above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES identified below, and EVEN IF ARISING FROM DEFECTIVE OR DANGEROUS CONDITIONS, whether obvious or hidden, of the facilities, equipment, courses, and trails used in connection with the Services; and
  - b. You also acknowledge that while HHS endeavors to reduce such risks, risks cannot be eliminated without jeopardizing the essential qualities of the Services;
  - c. You agree to comply with the stated and customary terms and conditions of participation, and to comply with all instructions and directions given by HHS in connection with the Services;
  - d. You agree that if you observe the presence of any unusual or significant hazard posed by such services or activities to remove yourself from participation and to alert the Releasees of such hazard immediately;
  - e. You acknowledge your understanding that you may at any time discontinue participation in any activity or Services for any reason whatsoever, and you should discontinue if you feel continued participation involves unreasonable risk; and
  - f. You agree to pay and reimburse all the costs of rescue and/or medical services as may be incurred on your behalf.

3. LIABILITY RELEASE, DISCHARGE, and INDEMNIFICATION. By signing this form, you hereby agree to release, discharge, indemnify, and hold harmless HHS, together with its directors, officers, shareholders, employees, agents, volunteers, as well as all its and their affiliated entities and any and all other persons or entities acting in any capacity on their behalf (collectively referred to as the "Releasees"), on behalf of yourself, your spouse, your children, your parents, your heirs, assigns, personal representative and your estate, from any and all demands, claims, causes of action, or liabilities (collectively referred to as "Claims") arising from or relating to the Services, even if Claims arise from or relate to the negligence of HHS and even if Claims arise from or relate to defective or dangerous conditions in the facilities, equipment, or trails used in connection with the Services, and even if Claims arise from or relate to risks or conditions not enumerated above.

## 4. ADDITIONAL TERMS.

- a. If Releasees or anyone acting on their behalf incurs attorneys' fees, expenses, or costs in connection with any Claims or in connection with enforcing this Agreement, you are responsible for paying such fees, expenses, and costs.
- b. You acknowledge that no medical insurance benefits or medical expense payments will be provided to you by HHS, and you certify that you have adequate health, accident and liability insurance to cover injury or damage you may cause or suffer while participating, or else you agree to bear the costs of such injury or damage yourself. You further certify that you have no medical or physical conditions which could interfere with your ability to safely participate in the Services, or else you are willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

**Publicity Release:** You grant permission to HHS to use any video footage, photographs or written testimony taken through your involvement with HHS in public relations, advertising, and fundraising materials both in print and online. You agree to receive no compensation for use of these videos, images, and testimonies.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS

PARTICIPANT'S PRINTED NAME

AGE

PARTICIPANT'S SIGNATURE

DATE SIGNED

Minors: For Parents/Guardians of Participants Under the Age of 18

This is to clarify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin I release and agree to indemnify and hold harmless the Releasees from any and all Claims arising from or relating to the Services incident to my minor child's involvement or participation in the Services as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I also agree with the terms of the Publicity Release on behalf of this participant.

PARENT/GUARDIAN'S PRINTED NAME

DATE SIGNED