

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

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

1. **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 RELEASEES** 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.

