

SHARKEY FARM

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES 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, ANY NEGLIGENCE OF KATHARINE SHARKEY, EMPLOYEES AND AGENTS OF KATHARINE SHARKEY, THE STABLE, AND THE STABLE'S OWNERS, (hereinafter collectively referred to as "THE RELEASEES").

I,on behalf of myself (and my minor child

.....)

Address:

City/State/Zip:

Phone:

E-mail:

In consideration for allowing my minor child and/or myself to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on, trample, push or shove a person, and saddles or bridles may loosen or break all of which may cause serious injury or death to the rider or handler.

2. 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 their training and past performance.

3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided to me by the Releasees.

4. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to myself or my minor child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.
5. Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles, bridles, instruction on riding skills or leading and supervising riders which resulted in loss, damage, injury or both.
6. 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 your own negligence or the negligence of the Releasees.
7. 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. This Agreement does not release or waive Releasees' liability or assume the risk of or indemnify Releasees from grossly negligent, willful, wanton or intentional acts or omissions of Releasees.
9. 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 attorneys' fees and costs incurred by the Releasees in defending such an action.
10. I understand that I, my child or any rider must wear a well-fitting, ASTM/SEI approved, protective helmet while mounted for all persons under the age of eighteen. For any riders over the age of eighteen, the use of a protective helmet is strongly recommended. It is my understanding that a protective helmet is my responsibility to provide. I understand that if I cannot provide one I may request that one be made available for my or my child's use.
11. If the person who is to enter this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.
12. I understand that under RCW 4.24.540 an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and with limited

exceptions enumerated under the above referenced statute, no participant nor participant's representative may maintain an action against or recover from an equine professional for injury to or the death of a participant engaged in an equine activity.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE KATHARINE SHARKEY, EMPLOYEES AND AGENTS OF KATHARINE SHARKEY, THE STABLE, AND THE STABLE'S OWNERS, 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 AND/OR HANDLE A HORSE.

Signature Date
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Minor's Signature Date
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