

RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Pony Up Rescue for Equines
11619 Orchard Avenue
Olalla, WA 98359

Date: _____

Participant: _____

AGE: _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

HOME PHONE: _____ **BUSINESS PHONE:** _____

PLEASE READ CAREFULLY AND COMPLETELY BEFORE SIGNING

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”.

1. DESCRIPTION OF RISKS

“Directly engages in an equine activity” means a person who rides, feeds, cleans up after, handles, trains, drives, or is a passenger upon an equine, whether mounted or un-mounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

“Equine activity” means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix, jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

“Equine professional” means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or (ii) renting equipment or tack to a participant.

“Spectator” means any person in the vicinity of an equine activity whether watching the activities or simply in the area.

“Participant” means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

All the above named must understand that there are risks inherent in dealing with horses and ponies (equine activity). Some of the inherent risks include:

- The propensity of an equine to behave in ways that may result in **injury, death**, or loss to persons on or around the equine.
- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals.
- That there may be hazards including, but not limited to, surface or subsurface conditions.
- The possibility of a collision with another equine, another animal, a person, or an object.

- The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to failing to maintain control over an equine or failing to act within the ability of the Participant.

Participants and spectators further understand the examples of the equine activity taking place at Pony Up Rescue for Equines include but are not limited to:

- Riding, jumping, showing, trail riding, and the like.
- Routine care and feeding of the equine, including veterinary and farrier services.
- Traveling, loading and unloading of equine.
- leading, handling, bathing, medicating

2. ACKNOWLEDGEMENT OF RISK

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Rosemary Collins and NJ Collins Jr, and their agents and employees, volunteers and board members, officers of Pony Up Rescue for Equines and their agents and employees, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding or performing cleaning of stalls for any said horse; including, but not limited to, any interactions with other horses and other animals. Understanding those risks I hereby release Pony Up Rescue for Equines, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with Pony Up Rescue for Equines from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, or be a spectator at such event, at Pony Up Rescue for Equines or other venues where Pony Up Rescue for Equines may function.

3. I understand that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys, and hinnies) as itemized above.* I further understand that equines at Pony Up Rescue may have behavior issues, health issues that may be unknown to me or others.

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills and **said equine professionals have are responsible for any and all costs incurred for injuries or property damage they may cause or incur and have professional and accidental medical insurance coverage in force for such necessities..**

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Pony Up Rescue for Equines or its agents.

NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED while riding or driving or lunging any equine on the premises of Pony Up Rescue for Equines.**

I, _____, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, **Pony UP Rescue for Equines**, and its employees, volunteers, officers, board members or owners from any liability arising from accident, injury, theft, or damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction.

I have received a copy of **Pony Up Rescue for Equines rules/procedures** and will adhere to them strictly. This agreement shall continue for each and every visit to Pony Up Rescue for Equines property/farm or during participation in a Pony Up Rescue for Equines Event.

I further agree to be held solely responsible for the control of my horse(s) and to handle them in a safe and cautious manner. I agree that if at any time I feel in danger I will cease the particular activity and ask for help.

I agree to provide my own health insurance coverage and liability insurance for any damage or injury caused by my horse(s), and to provide proof of such insurance upon request.

Participant agrees that Participant has been given sufficient time to read, and understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement. The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Washington.

In addition, I, _____, (student/rider above named for, if minor, parents/guardians) hereby grant permission and authority to Pony Up Rescue for Equines, its officers and authorized employees to act for us in executing verbal instructions (if unable to contact us), to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release **Pony Up Rescue for Equines**, it's officers, board members, owners, agents, volunteers and employees, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at Pony Up Rescue for Equines or while participating in any activity sponsored by Pony Up Rescue for Equines, and from any liability connected with obtaining prompt medical attention for the rider named above.

MINORS:

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement and in consideration of Pony Up Rescue for Equines allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE PARAGRAPHS OF THE RELEASE and WAIVER OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

Executed this _____ day of _____

If under 18, the parent or guardian must read and sign the above, indicting his/her acceptance.

Date: _____ **Signed:** _____

Print Participant Name: _____

Date: _____ **Signed:** _____

Print Parent/guardian (if minor): _____

Witness: _____

Emergency contact for

Participant: _____ Phone# _____