

# **BEAR CREEK EQUESTRIAN CENTER LLC**

## **Release of Liability and Hold Harmless Agreement**

**1. Recital.** I, the undersigned Participant, desire to participate in using, riding, exhibiting or other involvement with horses, and/or in other activities conducted at or from Bear Creek Equestrian Center, LLC, 93 Lower Bear Creek Road, Winthrop, Washington 98862 ("BCEC"). As part of the consideration for such participation, and to induce BCEC to allow me to participate, I have agreed to this Release of Liability and Hold Harmless Agreement. This Release of Liability and Hold Harmless Agreement will apply to my participation in such activities on any date on or after the signature date indicated below, unless and until I give formal written notice to BCEC that I will no longer be bound by this Release of Liability and Hold Harmless Agreement (in which case I understand that I may not be permitted to participate in any further activities).

**2. Acknowledgment of Risk.** I understand that there are substantial risks and dangers inherent in keeping, training, transporting, approaching and riding horses, and related equestrian activities, both to myself and third parties. I realize that dangers may arise at any time, anticipated or unanticipated, including without limitation dangers to my life and the lives of third parties from the unpredictable nature of horses and from other causes such as act or omissions of other riders, trainers, or other persons, or other horses or other animals or other events, conditions, or circumstances on the BCEC grounds. I voluntarily assume all risks and danger of injury, death, harm and/or damage to my person or my property, resulting from or arising out of conditions at or about the BCEC premises and any trails or other areas accessible from such premises, or any of my activities on, at, or from such premises and trails and other areas, including all use, riding, transportation, or exhibition of any horse at BCEC, or arising out of the treating, veterinary services, shoeing, or trimming, or other services to any horse including training, or arising out of the escape of any horse at or from BCEC, left or any horse or property, or any other cause whether or not in BCEC's control. I assume all risks and danger of injury, death, harm and/or damage to the person or property of third parties caused by my actions. I accept full responsibility for all medical expenses incurred as a result of any of the foregoing.

I further agree to keep my horse and any other animals belonging to me and my children on the BCEC grounds in control at all times and to act at all times in a reasonable and prudent manner and to not act negligently in any way whatsoever.

**3. Hard-Hat Waiver.** I have read and understood the BCEC Rules and Regulations and I agree to abide by them, and to require that my children and guests abide by them, at all times I recognize that such Rules and Regulations require the use of an adequate hard-hat by all riders seventeen years of age or under and by all beginner riders. I recognize that wearing a hard-hat could prevent permanent brain damage in the case of an accident.

If I decline to wear a hard-hat while handling and riding horses on the BCEC property, I assume all risks involved in handling and riding horses without wearing a hard-hat.

Signature of Participant

Date

**4. Release, Hold Harmless, Waiver, Pledge.** I further release, discharge and agree to indemnify and hold harmless BCEC, its owners, manager, agents, officers, employees, contractors, veterinarians and farriers, and successors of the foregoing, to the fullest extent allowed by law, from any claim, suit, expense or loss which arises out of my participation in activities at (or the use of) the premises of BCEC or any trails or other areas accessible therefrom, stabling of horses at BCEC, my involvement in use, care, handling, approaching, riding, pasturing, transportation or exhibiting of any resident or visiting horses including stallions (without limitation any horses or equipment or tack that may be provided by BCEC), or the condition of the premises, horses, equipment or tack at BCEC or any trails or other areas accessible therefrom, except to the extent resulting from any act or omission of a BCEC employee that constitutes a willful or wanton disregard for safety. I further waive and release subrogation claims of all medical, disability, property and liability insurers, including, but not limited to damage resulting from medical and convalescent care, and cost of support; and, as security for this Release and Hold Harmless, I grant and pledge a security interest in all money and proceeds arising from any claim therefore, including insurance proceeds, trust and guardianship, remainders and proceeds from testate or intestate succession, which I agree not to relinquish or disclaim.

I agree that this acknowledgement of risk, release, hold harmless, waiver and pledge shall apply to all claims, suits, expenses or losses which arise out of my participation in any other activities of any kind or nature whatsoever which may occur at any places other than the BCEC grounds and at any other times other than the times that I am present on the BCEC grounds.

**5. Supplement to Statutory Limitation of Liability.** I understand that BCEC's liability as an equine activity sponsor are limited by Washington State law, at RCW 4.24.540 and otherwise, and I intent BCEC's rights under this Release of Liability and Hold Harmless to be in addition to those statutory limitations and not as a replacement for them.

BY MY SIGNATURE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT AND HAVE AGREED TO IT VOLUNTARILY, INTENDING TO BE LEGALLY BOUND.

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

\_\_\_\_\_  
Printed Name of Participant

The Participant is (check one):  
 18 years of age or older: [ ]  
 Under 18 years of age: [ ]

\_\_\_\_\_  
Signature of Participant

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

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

IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE), THE PARTICIPANT'S PARENT OR GUARDIAN MUST READ AND AGREE TO THE FOLLOWING:

**Parent/Guardian:** If the Participant named above is a minor, I, the undersigned Parent or Guardian, am signing this Release of Liability and Hold Harmless Agreement individually and on behalf of the Participant and (unless I am single) my marital community. I verify that I am the parent or guardian of the minor Participant and I have authority to enter into this Release of Liability and Hold Harmless Agreement on behalf of the Participant and my marital community, if any. I agree to indemnify and hold harmless BCEC, its owners, manager, agents, officers, employees, contractors, veterinarians and farriers, and successors of the foregoing, to the fullest extent allowed by law, from any claim, suit, expense of loss which arises out of the minor's participation in activities at (or the use of) the premises of BCEC or any trails or other areas accessible therefrom, stabling of horses at BCEC, the minor's involvement in use, care, handling, approaching, riding, pasturing, transportation or exhibiting of any horses (including without limitation any horses or equipment or tack at BCEC or any trails or other areas accessible therefrom, except to the extent resulting from any act or omission of a BCEC employee that constitutes a willful or wanton disregard for safety. I accept full responsibility for all medical expenses incurred as a result of any of the foregoing. I agree that this acknowledgement of risk, release, hold harmless, waiver and pledge shall apply to all claims, suits, expenses or losses which arise out of the minor's participation in any other activities of any kind or nature whatsoever which may occur at any places other than the BCEC grounds and at any other times other than the times that the minor is present on the BCEC grounds.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, AND THAT BY SIGNING THIS RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT ON BEHALF OF THE MINOR, I AND MY MARITAL COMMUNITY AND THE MINOR AGREE TO BE BOUND BY ITS TERMS.

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

\_\_\_\_\_  
Parent/Guardian's Signature