

RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, as a Participant/Spectator/Visitor/Horse Owner/Contractor/Volunteer (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant, for good and valuable consideration, agrees to the terms and conditions of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (“**Release**”).

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, pony, mule, donkey, or hinny (collectively “**equine**”), include, but are in no way limited to, faulty equipment or tack that cause injury or death, Released Parties’ failure to make a reasonable effort to determine the ability of Participant to engage safely in an equine activity or to safely manage the particular equine provided based on Participant’s representations of his or her ability, Released Parties’ failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine's reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, planes, cars, trucks, etc.), movement, or unfamiliar object (ex.: machinery, equipment, obstacles, buggies, carts, barrels, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, construction material, etc.), person or animal (ex.: leashed or unleashed dogs, ducks, wildlife, equines, etc.); (3) a collision with an object or another animal (ex.: mounted equine, loose equine, etc.); (4) the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; and (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.). Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those defined in the Washington Equine Activity Liability Statute, WA ST 4.24.530 *et seq.*, as well as riding another’s equine, petting, guiding, leading, mounting, feeding, watching, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activities**”). Participant understands the injuries, death, loss, and damage that may result from the inherent risks of engaging in Equine Activities or just being near equines, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release is just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant understands that Washington State Quarter Horse Association (“**WSQHA**”) requires the wearing of an ASTM/SEI-certified equestrian helmet (“**Helmet**”) consistent with the American Quarter Horse Association rules. Participant understands and agrees that failing to wear a Helmet while engaged in Equine Activities increases the risk of serious injury and/or death, Participant is not relying on Released Parties to provide a Helmet, check a Helmet or its harness strap for proper fitting, or monitor the wearing of a Helmet at any time now or in the future. Participant understands and agrees that Participant has other riding associations and facilities to choose from, he/she has inspected the facility for the Equine Activities and is satisfied that all are reasonable and safe for Participant’s intended use, he/she is voluntarily engaging in Equine Activities, he/she is directly and intentionally engaging in and assuming the risks of Equine Activities, and he/she agrees to at all times to be responsible for his/her personal safety. Participant agrees to purchase and maintain his/her health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any Equine Activities, being near equines, or merely being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied or utilized by Released Parties. “Released Parties” herein includes the Washington State Quarter Horse Association, its members, officers, directors, and their respective family members, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, clinicians, guests, visitors, invitees, partners, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, and others acting on their behalf.

2. **Release, Hold Harmless, Defend, Indemnify:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively “**Loss**”) incurred by Participant or to Participant’s property and/or equine, even if such Loss is caused in whole or in part by negligence or other fault of Participant or Released Parties (except gross negligence, or reckless or willful and wanton conduct). This Release shall not expire and shall remain in full force and effect in perpetuity.

3. **Governing Law, Jurisdiction, Time/Liability Limitation, Attorneys’ Fees, Jury Waiver:** This Release shall be construed and enforced in accordance with the laws of the State of Washington. All disputes relating to the interpretation and enforcement of this Release shall be resolved by the state court in Pierce County, Washington. Participant agrees that any and all claims for Loss by Participant against Released Parties must be brought within one (1) year of the date accrued and any surviving claim for personal property Loss is limited to two hundred and fifty dollars (\$250). Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of action involving or relating to Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. **Severability, Modification:** If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. The Release can only be modified if signed by Participant and WSQHA President.

5. **Certification:** Participant certifies he/she read this Release and understands that signing this Release is required for Participant to participate in Equine Activities with Released Parties, knows that he/she has other instructors, facilities and/or horses to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant’s spouse, parents, family members, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns, to be bound by the terms and conditions contained herein.

Date: _____ Participant’s Signature (on my own behalf and for minor): _____

Printed Name: _____ Phone/E-Mail: _____

Address: _____

Emergency Contact Name and Phone: _____

Minor Participant’s Name and Date of Birth: _____