

**MORIN PROPERTIES II, LLC  
DONIDA FARM EQUESTRIAN CENTER  
BLAKE EQUESTRIAN  
RELEASE AND INDEMNIFICATION**

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**THIS IS A LEGAL AND BINDING DOCUMENT. DO NOT SIGN IT UNLESS YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

Release and indemnification executed on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, of \_\_\_\_\_, to and for the benefit of MORIN PROPERTIES II, LLC, a Washington limited liability company dba DONIDA FARM EQUESTRIAN CENTER and BLAKE EQUESTRIAN (and its owners, members, managers, landlord, employees, agents, and insurers).

**SPONSOR, VENDOR, PARTICIPANT, INDEPENDENT CONTRACTOR, AND VOLUNTEER COVENANTS**

In consideration of being permitted to enter the business premises of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN and participate in an equine activity (as such is defined in RCW 4.24.530), or being permitted to train, board a horse, observe, work for, volunteer, or for any purposes participate in any way in such related activities, the undersigned, for himself or herself, and his or her personal representatives, heirs, and next of kin, acknowledges, agrees, and represents that he or she has, or will immediately on entering or remaining on the business premises of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN, will continuously thereafter, inspect the premises, and does further warrant that entry or remaining on the premises that he or she has inspected the premises and that he or she finds and accepts the same as being safe and reasonably suited for the purposes of intended use. The undersigned further agrees and warrants that if at any time he or she is in or about the premises and he or she feels anything to be unsafe, he or she will immediately advise the proper officials and will immediately leave the premises. The undersigned agrees to reimburse DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN for all necessary repairs for damages caused by the undersigned to the premises, fixtures, or equipment of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN upon demand for the same. The undersigned will immediately leave the premises upon request to do so without reason or reimbursement.

**RELEASE AND COVENANT NOT TO SUE**

The undersigned hereby releases, waives, discharges, and covenants not to sue DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN (and its

members, managers, landlord, employees, agents, and insurers), all of whom for the purposes of this instrument are referred to as “releasees,” from all liability or claims relating to the undersigned, and the undersigned’s personal representatives, estate, assigns, heirs, and next of kin, for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in or upon the premises of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN and/or participating, observing, or for any purpose engaged in an equine activity thereon.

### **INDEMNIFICATION**

The undersigned hereby agrees to indemnify and hold harmless the releasees and each of them from any loss, liability, damage, or cost they might incur due to the presence of the undersigned in or on the premises of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN and/or or in any way participating, observing, or for any purpose engaged in an equine activity thereon and whether caused by the negligence of the releasees or otherwise.

### **ASSUMPTION OF RISK**

The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees, or otherwise, while in or on the premises of DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN, and/or while participating, observing, or for any purpose engaged in an equine activity thereon. There are inherent risks associated with an equine activity, including, without limitation, unpredictability, bucking, biting, kicking, rearing, colliding, bumping, falling, and getting stepped on by an equine. At an equine facility, there is also limited availability of emergency medical care.

### **SCOPE OF RELEASE AND INDEMNITY**

The undersigned expressly acknowledges and agrees that any and all equine related activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that this instrument is intended to be as broad and inclusive as is permitted by the laws of Washington, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In particular, the undersigned acknowledges RCW 4.24.540(1), which expressly limits the liability of the releasees and agrees to the application of such statute.

The undersigned has read and voluntarily signs this instrument, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made by the releasees relating to the subject matter thereof. This instrument shall be a continuing one and shall be in full force and effect applicable to subsequent participation of the undersigned in any equine activity relating to the releasees. In the event an attorney is engaged to enforce the terms of this Agreement, the attorney fees and costs of the releasees shall be paid by the undersigned to DONIDA FARM EQUESTRIAN CENTER or BLAKE EQUESTRIAN. In the event of a dispute relating to the enforceability of this instrument, the prevailing party shall be entitled to a reimbursement of its reasonable attorney fees and cost incurred in the matter.

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN IS REQUIRED.

Print Name \_\_\_\_\_

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