

The Iron Horse Farm WA LLC
3608 72nd St E
Tacoma, WA 98443

RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISKS AND HAZARDS
HOLD HARMLESS & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY AND COMPLETELY
BEFORE SIGNING

NAME: _____ DATE OF BIRTH: _____ AGE: _____
ADDRESS: _____
CITY/STATE: _____ ZIP: _____
PHONE: _____ EMAIL: _____

The Equine Activity Liability laws of the State of Washington, RCW 4.24.540, state in part 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[.]” “Equine” means a horse, pony, mule, donkey, or hinny.

This is an Agreement regarding the **RELEASE** and **WAIVER** of liability, **ASSUMPTION OF RISKS** and **HAZARDS**, **HOLD HARMLESS**, and **INDEMNIFICATION** (“Release and Hold Harmless Agreement”), between:

_____, and/or on behalf of minor(s)
_____ on one side, and on the other,

The Iron Horse Farm WA LLC (“The Iron Horse Farm”), and its related or associated entities, affiliates, successors, predecessors, d/b/a’s, a/k/a’s, founders, owners, officers, directors, shareholders, insurers, past or present employees, agents, trainers, contractors, volunteers, real property owners, and/or other representative or persons, including but not limited to Maxine McCallum and Glendon McCallum (collectively, the “**Releasees**”).

If the person engaging in any Equine-related activities is a minor, this Release and Hold Harmless Agreement must be signed by his or her parent or legal guardian, who signs for himself or herself and, on behalf of the minor(s).

A. ASSUMPTION OF RISKS AND HAZARDS.

1. I understand, acknowledge, and agree that there are **RISKS, HAZARDS, and DANGERS**, inherent or otherwise, in participating in any manner with an Equine, being on the property of The Iron Horse Farm, or engaging in any other indoor or outdoor or remote locations where Releasees are conducting activities, whether as a rider, participant, observer, spectator, or other person. I **ASSUME ALL HAZARDS AND RISKS**, including without limitation, the following:

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- The propensity or possibility of an Equine to behave in ways that may result in injury, death, or loss to persons on or around the Equine;
- Injury, death, or other loss resulting from falling off or any interaction with an Equine;
- Irrespective of an Equine's training and past behavior and characteristics, an Equine may act or react unpredictably, and that even the most docile Equine, may rear, buck, bite, run away or otherwise act in an unpredictable and dangerous manner;
- The unpredictability of an Equine to behave or react to sounds, sudden movements, objects, persons, other animals, or any other circumstance that may arise, whether anticipated or not;
- That there may be risks and hazards relating to any terrain, including but not limited to surface or subsurface conditions, which may result in personal injury, death, or other loss;
- Riding on any type of terrain can be dangerous to the participant and Equine, and this danger increases when riding or involved with an Equine in any respect. Even while riding at a slower pace, an Equine may stumble, be thrown off balance, get caught in a hole or rut, fall or otherwise be dangerous;
- The possibility of a collision or impact with another equine, animal, persons, objects, or structures;
- The potential of any participant, observer, spectator, or other person, to act in a manner, whether negligent or not, that may contribute to or cause injury, death, or loss to the person as it may arise from Equine-related activities of any kind. This includes, but is not limited to, a person failing to maintain control over an Equine or failing to act within the person's ability regarding an Equine-related activity;
- Conduct, negligent or otherwise, of other visitors, participants, and Releasees;
- Harm due to exposure to weather, plants, Equine or wildlife;
- Potential exposure to pathogens, viruses, communicable diseases, or the like; and
- The aggravation of pre-existing conditions.

2. Understand the examples of Equine activities taking place at The Iron Horse Farm include but are not limited to:

- Riding, mounting, walking, boarding, jumping, training, showing, trail riding, and the like;

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- Care and feeding of Equine, including but not limited to veterinary and farrier services;
- Traveling, moving, loading and unloading of Equine; and
- Breeding activity, both natural and artificial.

B. RELEASE, WAIVER OF LIABILITY, and HOLD HARMLESS.

1. I _____ understand and acknowledge the risks and hazards, including but not limited to those outlined in this Release and Hold Harmless Agreement above. Accordingly, I hereby agree to **RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS RELEASEES**, from **ANY** and **ALL CLAIMS** for personal injury, death, loss, liability, damage, or costs whatsoever, or other claims or rights I (or minors) might otherwise have to sue, now or in the future, including those caused, resulting, or arising from the **NEGLIGENCE** or **OTHER FAULT** of Releasees.
2. I am voluntarily participating in Equine-related activities and hereby **ASSUME ANY AND ALL RISKS** of personal injury, death, property damage, or other losses, arising from my or the minor(s)' participation in any way with Equines and while present at The Iron Horse Farm.
3. I have carefully and fully read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Releasees. I understand that this Release and Hold Harmless Agreement is a **RELEASE** and **WAIVER** of any and all liability(ies) and constitutes a **PROMISE NOT TO SUE** Releasees.
4. I understand the potential dangers that I (or minors) could incur with participating or engaging in any activities whatsoever, whether as a participant, observer, or spectator, while at The Iron Horse Farm. Understanding the risks, hazards, and dangers, I hereby **RELEASE AND WAIVE** any claims against Releasees, and anyone else directly or indirectly connected with Releasees from any liability whatsoever in the event of injury, death, damage or loss of any nature, to me, the minor(s) or anyone else, caused by or incidental, to my (or minors) electing to participate in any activity associated with an Equine, including, but not limited to, riding, observing, or spectating.
5. I **RELEASE AND WAIVE** any claim that Releasees are or may be negligent in connection with my (or minor(s)') riding experience or ability, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills, supervising riding activities, or any other similar or related claim.
6. I understand, recognize, and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to. I further understand and acknowledge that this Agreement may further limit the liability of Releasees

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beyond the statutory Equine Activity Liability laws of the State of Washington, RCW 4.24.540, to include any activity, whatsoever, involving or relating to an Equine, resulting in personal injury, death, property damage, or any other loss.

C. DEFENSE AND INDEMNIFICATION.

1. I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releasees for any and all claims by third parties or other persons, including for injury, death, damage, or other loss, caused by, resulting from, or arising from my participation, or minor(s)' participation, with Equines or related activities in any way, whether or not such injury, death, damage, or other loss was caused by Releasees or from any other cause. This includes providing a defense to Releasees, including payment of attorneys' fees and costs.
2. The obligation to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** includes any and all claims, liabilities, or causes of action against Releasees by third parties, including but not limited to, by other visitors, members of my or the minor(s)' families, arising out of my, or the minor(s)' visit to The Iron Horse Farm or other activity site, the use of its facilities and equipment, and participation in any Equine-related activities whatsoever.

D. RULES AND INSTRUCTIONS.

1. Wearing an ASTM/SEI approved hard hat is required while engaged in any activity associated with an Equine, including but not limited to riding, driving, or being in the vicinity of an Equine. I understand and agree to wear, and have minor(s) wear, an ASTM/SEI approved hard hat at all times while riding or driving, or being in the vicinity of an Equine.
2. I agree to abide by and follow any instructions given or rules established by Releasees with regard to my or the minor(s)' participation in any event, use of an Equine, or any equipment or gear provided therewith. I agree and acknowledge I am solely responsible for adhering to such rules and instructions.
3. I have received a copy of The Iron Horse Farm's Rules and will adhere to them strictly.

E. MINORS.

1. If applicable, I declare I am the parent or legal guardian of the minor(s) named below. I acknowledge and represent that as parent or guardian of each minor(s) named on this form, I have authority to enter into this agreement on behalf of each minor.

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2. If applicable, I acknowledge that I have read and understand this document and am executing it on behalf of the minor(s), and that the minor(s) and I will be bound by all terms throughout this Release and Hold Harmless Agreement.

F. VOLUNTARY AGREEMENT AND OTHER TERMS.

1. This agreement shall continue and be effective for each and every visit to The Iron Horse Farm, unless canceled in writing and signed and dated by both the undersigned and a representative of Releasees.
2. I understand that Releasees' permission to be present and have entry on The Iron Horse Farm; use the facilities, premises, and equipment; and/or allow participation in any Equine-related activities, is being given to the undersigned, and minor(s), in consideration and in exchange for the execution of this Release and Hold Harmless Agreement. In light of such exchange, I hereby agree that all of the terms and conditions contained herein shall apply and be binding on the undersigned and minor(s).
3. I understand that Releasees are not liable for any lost or stolen equipment or personal items brought to The Iron Horse Farm.
4. I further agree to be held solely responsible for the control of any Equine and to handle them in a safe and cautious manner.
5. I understand that Releasees are not liable for any lost or stolen equipment or personal items brought to The Iron Horse Farm or any other associated site.
6. I agree to provide my own health insurance coverage and liability insurance for any injury, death, damage, or other loss, caused by or associated with any Equine, and to provide proof of such insurance upon request. I likewise agree to be responsible for medical expenses I (or minors) incur.
7. The interpretation of this Release and Hold Harmless Agreement shall not be resolved by any rule providing for an interpretation against the party who causes any uncertainty to exist or against the draftsman.
8. I hereby grant permission to the Releasees to use my and/or minor(s)' image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.
9. This form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by the undersigned and a representative of Releasees.
10. The terms of this Release and Hold Harmless Agreement shall be governed by the laws of the State of Washington (without regard to the state's choice-of-law rules).

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11. I, for myself and on behalf of any minor(s), voluntarily waive any right I or minor(s) may have to a jury trial in any action under or relating to this Release and Hold Harmless Agreement. To the maximum extent permitted by Washington law, any action brought against Releasees or relating in any way to this Release and Hold Harmless Agreement shall be submitted to arbitration with Washington Arbitration & Mediation Service (WAMS) in Tacoma, Washington in Pierce County. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.
12. I agree this Release and Hold Harmless is to be construed as broadly as possible under Washington law, and includes, without limitation, **RELEASE** and **WAIVER** of **ANY** and **ALL CLAIMS** for economic or non-economic loss that could ever be brought on behalf of anyone, including but not limited to myself and on behalf of minor(s), family members, or other natural persons, entities, or claimants with a right to sue or make a claim of any kind.
13. In the event any portion of this Release and Hold Harmless Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Release and Hold Harmless Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. Likewise, to the extent any portion is invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable.
14. This Release and Hold Harmless Agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. If signing for a minor, this Release and Hold Harmless Agreement shall likewise be binding on the minor's family, heirs, estate, assigns, legal guardians, and my personal representatives.
15. I agree Releasees have made reasonable and prudent efforts to determine my ability to engage in any activity related to an Equine, and has/have sufficient knowledge of my Equine skills.
16. In the event that Releasees in any action brought to enforce any of the terms of this Release and Hold Harmless Agreement, or in the event that any action is brought to which this Release and Hold Harmless Agreement establishes a complete defense, then the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees.
17. I hereby grant permission and authority to Releasees to act for me (or minors) in executing verbal instructions, or if unable to contact me, to act on my behalf in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention in the event of any perceived medical emergency. I agree to **RELEASE, WAIVE, and HOLD HARMLESS** Releasees from any liability connected with obtaining prompt medical attention for the undersigned or minor(s).

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18. I agree I have had sufficient time to read, understand, ask questions, if any, concerning the nature and scope of this voluntary Release and Hold Harmless Agreement. I have read and understand, and freely and voluntarily enter into the terms of this Release and Hold Harmless Agreement.

I covenant and agree to **RELEASE, WAIVE, and HOLD HARMLESS** Releasees from liability for any injury or damage I or minors may sustain while at The Iron Horse Farm, or relating to participating in any activity relating to Equines or otherwise at The Iron Horse Farm.

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THIS IS A RELEASE AND WAIVER OF LIABILITY. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE ABOVE PARAGRAPHS OF THIS ENTIRE RELEASE AND HOLD HARMLESS AGREEMENT BEFORE SIGNING IT. BY SIGNING THIS AGREEMENT, I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I, OR THE MINOR(S) BELOW, OTHERWISE MAY HAVE, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, DAMAGE, OR OTHER LOSSES.

Signature of Participant(s).

Date: _____ Signed: _____
Print Participant Name: _____

Date: _____ Signed: _____
Print Participant Name: _____

Date: _____ Signed: _____
Print Participant Name: _____

Date: _____ Signed: _____
Print Participant Name: _____

Date: _____ Signed: _____
Print Participant Name: _____

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

Signature of Parent/Guardian.

Date: _____ Signed: _____
Print Parent/Guardian Name: _____