

People Helping Horses
Leg Up for Kids Therapeutic Riding
LIABILITY RELEASE AND ASSUMPTION OF RISK

THIS AGREEMENT ("Agreement") is made as of _____, 20____, by and between People Helping Horses, a Washington corporation, ("PHH") and _____ ("Participant").

PHH is engaged in the business of owning, operating, and maintaining horse stables on real property commonly described as 24717 43rd Avenue NE, Arlington, WA 98223 (the "Property"). Among other things, PHH provides facilities for horseback riding, other equestrian activities, and the personal maintenance and training of horses.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Participant hereby agrees as follows:

1. ASSUMPTION OF RISK. Participant is either: a paying customer, volunteer, trainer, or other type of invitee of PHH. In entering the Property and/ or in using any facilities located on the Property and/ or in engaging in any activities of PHH while on the Property, whether as an active participant or as an observer, Participant understands and agrees that there exists a substantial risk and danger in doing so. Specifically, Participant understands and agrees that significant risks and dangers exist in the activities which are conducted by PHH on the Property. Furthermore, Participant understands that partaking in or being in close proximity to any such activity and/ or other activity while on the Property, including, but not limited to horseback riding, training horses, any handling of horses, or being in the general vicinity of horses, may result IN SERIOUS BODILY HARM OR DEATH and/or injuries to other persons, and personal or real property. Participant, by signing below, assumes all the risks and accompanying injuries that may result by reason of Participant being present on the Property.

2. RIDER RESPONSIBILITY. It is clearly understood and agreed that if any interaction occurs by Participant with a horse, or any other animal, while on the Property, including, but not limited to, mounting, leading, grooming, feeding, or petting a horse, Participant shall use the utmost care in controlling said horse. Furthermore, Participant hereby warrants and represents that he/she is duly qualified to partake in such interaction and that he/she has undergone the proper training and education necessary to do so.

3. ACCIDENT/MEDICAL INSURANCE. Participant understands and agrees that PHH does not maintain accident and/or medical insurance for its paying customers, trainers or other invitees, as the case may be. Participant warrants and represents that he or she has accident or medical insurance, and that should Participant need medical treatment resulting from injury while on the Property, whether participating in any activity on the Property, that Participant or Participant's insurance company is responsible for all such medical expenses incurred.

4. LIABILITY RELEASE. Participant acknowledges and understands that upon entering the Property or participating in any activity on the Property, whether or not such activity should include interaction with a horse that Participant does so entirely at his or her own risk, and thereby assumes the risk of any injuries or property damage that may occur while on the Property. Participant hereby releases and holds harmless PHH from any claim, legal liability, legal action or right for damages arising out of Participant's presence on the Property. Participant agrees to indemnify and defend the Stable and assumes and accepts full responsibility for any damages to the Property or persons or property of others thereon caused by Participant or by Participant's personal property (i.e. horse) while on the Property.

5. GOVERNING LAW, WAIVER, BINDING EFFECT, SEVERABILITY: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Nothing contained in this Agreement shall be meant to establish either PHH or Participant a partner, joint venturer or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right shall be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.

IN WITNESS WHEREOF, the undersigned, participant, parent or legal guardian being of legal age, has read and understands this Agreement and release, and has executed this Agreement on the date first written above.

PARTICIPANT

PARENT OR LEGAL GUARDIAN

(Signature)

(Signature)

(Print Name)

(Print Name)

(Email Address)

(Telephone Number)

(Emergency Contact Print Name)

(Phone)