

MORGAN HORSE CLUB OF WASHINGTON STATE, INC.

RELEASE AND HOLD HARMLESS AGREEMENT

1. The undersigned has read and understands and freely and voluntarily enters into this Release and Hold Harmless Agreement (Release) with The Morgan Horse Club of Washington State, Inc., Ensbrook Farm, Sandra Nichols, Garn Walker, and their owners and other personnel, directors, officers and association members of the above referenced entities with the understanding that this Release is a waiver of any and all liability(ies) I may have against such persons.
2. I acknowledge that there are inherent risks such as described below associated with equine activities (e.g. mounting, riding, walking, boarding, feeding, grooming) and I hereby expressly assume all risks associated with participation in such activities. These inherent risks include, but are not limited to: (a) the propensity of equines to behave in such ways as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other animals; (e) the limited availability of emergency medical care; (f) and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or acting within such participants ability.
3. Understanding these risks, I hereby release and hold harmless The Morgan Horse Club of Washington State, Inc., Sandra Nichols, Garn Walker, and any Stable related with this association, its managers, members, officers, employees, landlords and anyone else directly or indirectly connected with the Stable/Show/Clinic from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to participate in equine activities.
4. I understand, recognize and warrant that this Release is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity whatsoever involving an equine, including death, personal injury and/or damage to property.
5. I recognize and agree that Sandra Nichols, Garn Walker and The Morgan Horse Club of Washington State, Inc. have made reasonable and prudent efforts to determine my ability to engage in the equine activity and I agree to release and hold harmless Sandra Nichols, Garn Walker and The Morgan Horse Club of Washington State, Inc. from any continuing duty to monitor my equine activities.

6. If I am unable to verbally communicate, I hereby grant permission and authority to Sandra Nichols, Garn Walker, The Morgan Horse Club of Washington State, Inc. and/or their representatives to act on my behalf in dealing with physicians, available ambulance companies and hospitals to obtain prompt medical attention of the undersigned in the unlikely event of any perceived medical emergency. I hereby covenant and agree to release The Morgan Horse Club of Washington State, Inc. Sandra Nichols, Garn Walker, their representatives, members, employees, the owners of any property concerned, and will hold them harmless from any liability in connection with the obtaining for me prompt medical attention.

7. I acknowledge that I have read the above statements and definitions, that I have been given sufficient time to read, and understand, and ask questions of any, concerning the nature and scope of this release. The terms of this Release shall be governed by the laws of the State of Washington and may not be modified except in writing signed by an officer of The Morgan Horse Club of Washington State, Inc., Sandra Nichols or Garn Walker and the undersigned.

Signed _____ Date _____

Address _____

Phone _____ Email _____

- If under 21, the parent or guardian must read and sign the below, indicating his /her acceptance.

The undersigned declares that the undersigned is the parent or legal guardian of the minor named above and is over 21 years of age. The undersigned has read the above Release and Hold Harmless Agreement and in consideration of Ensbrook Farm, Sandra Nichols, Garn Walker, and The Morgan Horse Club of Washington State, Inc. allowing such minor entry onto the premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained therein shall apply to such minor and shall be binding upon the undersigned and the above-named minor.

Signed _____ Date _____