

2023 Morgan Horse Club Tree Farm Association Application for Annual Tree Farm Membership Calendar Year Jan 1 – Dec 31, 2023

The Morgan Horse Club Tree Farm Association is sponsored by the MORGAN HORSE CLUB OF WASHINGTON STATE, INC. (MHCWS) and shall be under the direct supervision and control of the MHCWS Board of Directors. General Membership in the Morgan Horse Club Tree Farm Association constitutes a NON-VOTING affiliated membership in MHCWS.

The purpose of this group is to encourage trail riding and building of new trails in the area.

Due to the current lease requirements with the Pacific Denkmann Co., all persons riding, hiking, picnicing and using the area MUST be a current General Member of the Morgan Horse Club Tree Farm Association or the Morgan Horse Club of Washington State, Inc. They MUST sign the RELEASE, HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE for both MHCWS and The Pilchuck Tree Farm.

The General Member (Family or Individual) Annual Cost is \$50.00.

I hereby apply for Membership in the Morgan Horse Club Tree Farm Association and agree to abide by its rules and regulation now or hereafter in effect. Please read the rules on the back of this form.

CHECK ONE: INDIVIDUAL _____ FAMILY _____*

* List all names of Adults and all Youth Under 21 years of age (living at this address)

	Last Name	First Name	Email	Phone	Youth DOB
Adult					X
Adult					X
Youth					
Youth					
Youth					
Business					
Street Address					
City/State/Zip					

Please note: this private entrance into the Pilchuck Tree Farm is an equine entrance no bikes are permitted

Make checks in the amount of \$50 payable to MHCWS
Mail completed form, payment, and BOTH signed Hold Harmless Agreements to:
MHCWS Tree Farm Association
c/o Katie Hoover
12020 243rd ST NE
Arlington, WA 98223

If you would prefer to pay by Credit Card, please call Marla Miller at 206-300-1234.

Signed: _____ Date: _____

Office Use Only:

Decal # _____ Date Issued: _____

Morgan Horse Club of Washington State

2022 Hold Harmless Agreement for Annual Tree Farm Membership

This agreement, signed and dated herein below indicated, concerns the use of the Pilchuck Tree Farm and adjacent roads and trails located in or near Arlington, Washington, private land also known as The Tree Farm, is entered into among the MORGAN HORSE CLUB OF WASHINGTON STATE, INC., the PACIFIC DENKMANN COMPANY, the PILCHUCK RECREATION ASSOCIATION (PRA), and their owners, directors and other personnel, officers and association members of the above referenced entities, and the undersigned who execute this document individually, on behalf of their family members, wards, and children, and agree as follows:

- 1. That the Morgan Horse Club section of the Pilchuck Tree Farm is located in a forested and reforested area accessed by private roads including logging roads, and has located on it a modest log cabin structure which is closed and will not be entered into. This structure is posted "NO TRESPASSING"
2. That the land, its appurtenances and the surrounding acreage is not maintained as a park facility nor does it have a resident caretaker. That it is understood that the Morgan Horse Club of Washington State, Inc. and the other herein listed, do not actively undertake maintenance of the property for the purpose of maintaining it as a park facility but rather intend that the use and enjoyment of the property arises from the fact that it is a forested and reforested area with logging roads which are undergoing change by growth, falling limbs and the like and that the parties to this agreement are not in a position to constantly patrol and make inspection of the facilities for the purpose of making repairs or warning users of changes in circumstances and conditions.
3. That because of the modest cost to the undersigned for the use of The Tree Farm, it is not intended that the fees paid by the users will be used for maintenance of the property, rather for the administrative expenses of coordinating the Association of users.
4. That it is intended by the parties that The Tree Farm will be used for hiking, horseback riding, picnicking and camping on the land.
5. That in consideration of the foregoing, it is expressly agreed and understood by the undersigned that they hereby release, hold harmless and covenant not to sue the afore named organizations, owners, officers, directors and personnel for any claim for personal injury or property damage which may be sustained by the undersigned, the undersigned's family, wards, and children as a result of use of The Tree Farm whether arising out of negligence or conditions existing or arising on the property.

Further the undersigned holds the above organizations and related individuals harmless of any disputes, claims or suits that may arise with or between other users during, or as a result of being on Tree Farm land.

Dated: _____

Signature _____ Print Name _____

Signature _____ Print Name _____

Address _____

Phone _____ Email _____

Print Names of all Youth _____

Mail to:

MHCWS

C/o Katie Hoover

12020 243rd ST NE

Arlington, WA 98223

2023 Pilchuck Tree Farm Visitor Release and Indemnity

PLEASE READ THIS RELEASE CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF LIABILITY, AN INDEMNITY, AND A WAIVER OF LEGAL RIGHTS. IT DEPRIVES YOU OF THE RIGHT TO SUE PACIFIC DENKMANN COMPANY, THE PILCHUCK RECREATION ASSOCIATION, THEIR AFFILIATED COMPANIES, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ATTORNEYS (INDIVIDUALLY A “RELEASED PARTY” AND COLLECTIVELY THE “RELEASED PARTIES”). DO NOT SIGN THIS RELEASE UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

The undersigned acknowledges that signing this Release is a condition and requirement of its permitted entrance to and use of all Pacific Denkmann Company/Pilchuck Tree Farm land, which is hereinafter referred to as the “Tree Farm.” The Tree Farm generally comprises three tracts of privately owned land, two east of Interstate 5 and north of Arlington and one east of Stanwood and east of Interstate 5. Each tract contains various roads and trails of varying condition that traverse through natural and/or planted commercial forest and reforested land.

Subject to road, trail, and Tree Farm closures and access modifications at any time, in the discretion of Tree Farm management, and subject to the undersigned’s signing this Release, the undersigned is granted a revocable license to enter and use the Tree Farm’s roads and trails for trail maintenance and recreation, which means hiking, bicycling, geocaching, horse riding, and other permitted activities. ***The undersigned must abide by all posted regulations and any rules or regulations provided on the Pilchuck Recreation Association’s website: www.pilchuckra.org.***

Use of the Tree Farm involves potential risks. These risks include, among other things, the risks of physical injury, damage to personal property, and death caused by other hikers, vehicles, riders, and fixed or moving objects; the dangers (whether latent or patent) arising from natural and artificial conditions, surface hazards, including trail irregularities, equipment failure, inadequate safety equipment, use of equipment provided by the Released Parties, or others; dangers associated with man-made and natural jumps, stunts, equipment, or other constructs; motor vehicle accidents; the Released Parties’ actual negligence; the negligence or wrongful acts of others; weather conditions; the possibility of serious physical and/or mental trauma, injury, or death; slipping and falling, falling objects, water hazards, drowning, exhaustion, exposure to temperature and weather extremes which could cause hypothermia (heat related illnesses); heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild or domestic animals, insect bites, and hazardous plant life.

IN CONSIDERATION OF THE FOREGOING REVOCABLE LICENSE TO ENTER AND USE THE TREE FARM’S ROADS AND TRAILS, THE UNDERSIGNED, ON HIS OR HER OWN BEHALF AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, HEREBY ASSUMES ALL RISKS OF USING THE TREE FARM AND HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND THAT MAY ARISE FROM THE UNDERSIGNED’S ENTRY WITHIN THE TREE FARM, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON A RELEASED PARTY’S ACTUAL NEGLIGENCE.

Furthermore, the undersigned agrees, to the fullest extent permitted by law, to indemnify, defend (with legal counsel reasonably acceptable to the applicable Released Parties), and hold harmless the Released Parties from and against any and all claims, demands, causes of action, suits, losses, judgments, settlement expenses, liens, liabilities (including without limitation for any damages arising from personal injury, accidents, illness, death, and personal property damage), costs or expenses (including reasonable attorneys’ and expert witness fees and costs) or other damage that may arise from or be in any way connected with the undersigned’s use of the Tree Farm, except those occasioned solely by the gross negligence or willful misconduct of the Released Parties. To the extent that any law may prevent the enforcement of all or any part of the foregoing indemnity, it is the intent of the parties that any such prohibited provisions are severable and the indemnity obligations shall be construed to impose the indemnity obligation in all circumstances, applications, and situations to the fullest extent permitted by law.

The undersigned hereby expressly agrees that this Release, waiver, and indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any disputes arising out of this Release shall be resolved under Washington law and in a court of competent jurisdiction located within King County, Washington

Tree Farm trail maintenance work is performed by volunteers with Pilchuck Recreation Association oversight and supported by your donations. ***A voluntary \$2 donation, deposited or mailed, for each person’s entry within the Tree Farm, is appreciated. Donations pay for trail and infrastructure maintenance materials used by PRA sanctioned volunteers within the Tree Farm.*** Signs, kiosks, and donation boxes are located in primary parking areas. Please send completed Release forms and donations to: Pilchuck Recreation Association; P.O. Box 2962, Arlington, WA 98223 ***or put them in the donation box in the parking lot. Or you can go to***

[SIGNATURES ON THE REVERSE SIDE OF THE PAGE]

