



# RELEASE AND INDEMNIFICATION

## 1. RELEASE (Initial one of the following options)

\_\_\_\_\_ I am at least the legal age of 18 (eighteen)

\_\_\_\_\_ I am the legal guardian of the "Rider" and understand that in the following paragraphs the word Rider is the same as Guardian. The minor I am approving for is my legal son, daughter, or charge, \_\_\_\_\_ (name of minor).

In consideration of the privilege of being able to ride at or otherwise use the facilities at Moné Farms, I, \_\_\_\_\_, (hereinafter referred to as the Rider) for herself/himself, her/his spouse, legal representatives, heirs, descendants and assigns, hereby releases, waives and discharges Danielle Miller, her agents, employees and each of them (hereinafter referred to as Releasees), from all liability to Rider, her/his spouse, legal representatives, heirs, decedents and assigns, for any and all loss or damage, and any claim for loss or damages resulting there from, on account of injury to Rider's person or property, even injury resulting in death, whether caused by the negligence of Releasees or otherwise or the failure of tack or equipment while Rider is engaged in equestrian activities, or is, for any purpose, on the premises of the property located at 24222 131st Ave S.E., Snohomish, Washington (hereafter the Property).

## 2. INDEMNIFICATION

Rider agrees to indemnify and save and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost, including attorney's fees, Releases may incur due to injuries or damages sustained by Rider due to Rider's presence on the Property whether any or all of said injuries or damages are caused by the negligence of Releasees or otherwise.

## 3. HELMETS All riders under the legal age of 18 (eighteen) MUST WEAR A HELMET WHEN MOUNTED.

Among the most frequent and serious injuries associated with equestrian sports are injuries to the head. All riders are strongly encouraged to purchase an ASTM approved equestrian helmet with harness in order to minimize the possibility of head injuries. All riders jumping shall wear a helmet.

I, \_\_\_\_\_ understand the above statement that the use of helmets protect against injury and have elected to wear or not to wear a helmet at my own discretion. I take full responsibility for relating this information to my spouse, legal representatives, heirs, descendants and assigns.

## 4. ASSUMPTION OF RISK

Rider acknowledges and agrees that equestrian activities are inherently dangerous and involve the risk of serious injury and/or death. Rider assumes full responsibility for and risk of bodily injury, death or property damage while engaged in equestrian activities or while on the Property whether caused by the negligence of Releasees or otherwise. The risks to which Rider may be exposed while engaging in equestrian activities or while on the Property include, but are not limited to, being thrown from a horse because the horse bucks, rears,

**CONTINUED ON REVERSE**

24222 131st Ave SE

Snohomish, Washington 98296

Websites: [www.monefarms.webs.com](http://www.monefarms.webs.com) & [monefarmstc.webs.com](http://monefarmstc.webs.com)

shies, falls or stumbles, being run away with, kicked, bitten, or stepped on by a horse, and failure of tack or equipment such as broken girth, bridle, or rein. Rider also specifically assumes the risks inherent in failing to wear an ASTM approved equestrian helmet.

#### 5. BROAD INTERPRETATION AND ASSIGNMENT

Rider agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Washington and if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Releasees shall have the right to assign the benefits and obligations of this agreement to third parties.

#### 6. ATTORNEY'S FEES

In the event any action is brought to enforce any provision of this agreement, the prevailing party shall be entitled to attorneys' fees and court costs.

**I HAVE CAREFULLY READ THE FOREGOING RELEASE AND INDEMNIFICATION AND KNOW THE CONTENTS THEREOF AND I SIGN THIS CONTRACT AFTER DUE CONSIDERATION OF ITS CONTENTS.**

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_, Washington

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Emergency Contact's Name \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Doctor's Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Hospital \_\_\_\_\_

Health Insurance Plan \_\_\_\_\_

Age of Child \_\_\_\_\_

Signature \_\_\_\_\_