

# Phoenix Rising Sanctuary



## Release and Waiver of Liability And Hold Harmless and Indemnification Agreement

### ***PLEASE READ CAREFULLY AND COMPLETELY BEFORE SIGNING***

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

The Equine Activity Liability laws of the State of Washington, RCW 4.24.540, state 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”.

### **Description of Risks**

“Directly engages in an equine activity” means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, but does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.

“Equine activity” means (i) equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games, and hunting; (ii) equine training or teaching activities; (iii) boarding equines; (iv) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (v) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

“Equine professional” means a person or his agent engaged for compensation in (i) instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon an equine or ii) renting equipment or tack to a participant.

“Spectator” means any person in the vicinity of an equine activity whether watching the activities or simply in the area.

“Participant” means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to a participate in the equine activity.

All the above named must understand that there are risks inherent in the dealing with horses and ponies (equine activity). Some of the inherent risks include, but are not limited to:

- I. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.
- II. The unpredictability of an equine’s reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals.
- III. That there may be hazards including, but not limited to, surface or subsurface conditions.
- IV. The possibility of a collision with another equine, another animal, or a person, or object.
- V. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to failing to maintain control over an equine or failing to act within the ability of the Participant.

Participants and spectators further understand the examples of the equine activity taking place at Phoenix Rising Sanctuary include but are not limited to :

- VI. Riding, jumping, showing, trail riding, and the like.
- VII. Routine care and feeding of the equine, including veterinary and ferrier services.
- VIII. Traveling, loading and unloading of the equine.
- IX. Breeding activity, both natural and artificial.

### ACKNOWLEDGEMENT OF RISK

I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into the Release and Hold Harmless Agreement with Phoenix Rising Sanctuary, LynnD Stiles, Kenneth Balsler, and the employees and volunteers, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses and other animals. Understanding those risks I hereby release that Phoenix Rising, the property owners LynnD Stiles, Kenneth Balsler and its employees and volunteers, and anyone else directly or indirectly connected with Phoenix Rising from 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 mount and ride a horse, or be a spectator at such event, at Phoenix Rising Sanctuary.

I understand that there are risks inherent in dealing with equines as itemized above.

I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that equine, including death, personal injury and/or damage to property.

I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills and said equine professionals have are responsible for any and all costs incurred for injuries or property damage they may cause or incur and have professional and accidental medical insurance coverage in force of such necessities...

I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Phoenix Rising Sanctuary, the property owners LynnD Stiles and Kenneth Balsler, and its employees and volunteers.

NOTICE: Wearing a hard helmet specific to riding is **REQUIRED** while riding or driving.

I, \_\_\_\_\_, acknowledge that I have read the above statement and definitions, hereby indemnify and hold harmless, Phoenix Rising, the property owners LynnD Stiles and Kenneth Balsler, and its employees and volunteers from any liability arising from accident, injury, theft, or damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction. This agreement shall continue for each and every visit Phoenix Rising property.

I further agree to be held solely responsible for the control of my horse(s) and to handle them in a safe and cautious manner.

I agree to provide my own health insurance coverage and liability insurance for any damage or injury caused by my horse(s) and to provide proof or such insurance upon request.

Participant agrees that Participant has been given sufficient time to read, and understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Washington.

In addition, I, \_\_\_\_\_ (student/rider above named for, if minor, parents/guardians) hereby grant permission and authority to Phoenix Rising Sanctuary, the property owners LynnD Stiles and Kenneth Balsler, its employees and volunteers, to act for us in executing verbal instructions of if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Phoenix Rising Sanctuary, the property owners LynnD Stiles and Kenneth Balsler, its employees and volunteers, and hold harmless from liability for any injury or damage which the rider may sustain while at Phoenix Rising Sanctuary or participating in any activity sponsored by Phoenix Rising Sanctuary, and from any liability connected with obtaining prompt medical attention for the rider named above.

**MINORS:**

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement in consideration of Phoenix Rising Sanctuary allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

**I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE PARAGRAPHS OF THE RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Parent/Guardian (if minor): \_\_\_\_\_