**Horseback Riding Liability Release**

**STABLE NAME:** AVONDALE ICELANDICS, Redmond WA

1. **REGISTRATION OF PARTICIPANT AND VOLUNTARY AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equestrian services provided by AVONDALE ICELANDICS.
2. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of AVONDALE ICELANDICS’S physical location. This agreement is intended to be valid and binding at all times now and in the future when AVONDALE ICELANDICS permits me (directly or indirectly) to enter AVONDALE ICELANDICS’S property, be on AVONDALE ICELANDICS’S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of AVONDALE ICELANDICS’S property. This agreement is intended to be as broad and inclusive. The terms “HORSE” AND “EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “ME”, “MY” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
3. **INHERENET RISKS / ASSUMPTION OF RISK I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities. Regardless of all feasible safety measures which can be taken, I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, participant’s failure to have control over an equine and / or to act within the ability of the participant. If a rider falls from horse to ground it will generally be at a distance of from over 4 feet. The impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) in a learning environment in which each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Stumbling; Stepping on human; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume other not mentioned above. I am not relying on AVONDALE ICELANDICS to list all possible risks for me.**
4. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I / WE ACKNOWLEDGE THAT:** The participant may be taking part in a “WILDERNESS EXPERIENCE” that may be hazardous to people. **I / WE ACKNOWLEDGE THAT** the pursuit of activity in a natural and / or uncultivated area or region, as of forest and / or hills and / or plains and / or wetlands, which people use for walking, jogging, berry-picking, bike-riding with children or dogs and inhabited by wild animals of many types and species to include, but not limited to, insects, mammals, and reptiles wandering at their will. **I / WE ACKNOWLEDGE THAT:** AVONDALE ICELANDICS is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, thorny bushes, stray branches, cars, wild and domestic animals, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing or trail obstacles on pasture, track, road, or trails which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on AVONDALE ICELANDICS to list all possible conditions for me. I am not to mount or dismount off the horse without prior direction even if presumably safe first as that can create an even greater unknown danger for myself, the horses, and others. The participant and parent or legal guardian viewed facilities and are satisfied that conditions are reasonably safe for this participant’s intended purpose, usage and presence of surrounding areas.
5. **CARRY-ON PERSONAL OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I / WE ACKNOWLEDGE THAT:** When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses, rain coats, umbrellas, etc. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. Photos and videos may be taken by AVONDALE ICELANDICS for instructional review or use on website.
6. **SADDLE GIRTH LOOSENING WARNING I / WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around the horse’s belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse. I/WE are not relying on AVONDALE ICELANDICS and / or its associates to constantly check girth that as it may become lose any time without staff’s knowledge.
7. **PROTECTIVE HELMET WARNING AND POLICY: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by AVONDALE ICELANDICS that protective headgear / helmet provided for a temporary basis meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163. Equestrian Helmet must be worn while riding and advised for handling or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce the severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** I / WE will be responsible for properly securing the headgear / helmet on the participant’s head at all times. I / We am not relying on AVONDALE ICELANDICS and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time nor or in the future as it may become loose at another time. I may choose to use my own personal helmet like ones used for riding bikes instead with the understanding that I/We accept the risk that sitting on a horse and falling off is higher than one would be sitting on a bike. This could result in a bigger drop to the ground than those non-equestrian helmets are designed to protect the rider for.
8. **PERSONAL PHYSICAL CONDITION/MEDICAL INSURANCE COVERAGE I / WE AGREE THAT**: The participant is in good physical condition for the exercise involved when working with horses according to a medical professional. Should medical treatment be required, I and / or my medical insurance **shall pay** for **ALL** such incurred expenses not Avondale Icelandics.
9. **LIABILITY RELEASE I/WE AGREE THAT:** In consideration of AVONDALE ICELANDICS allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge AVONDALE ICELANDICS, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of the premises, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as “Associates”), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to AVONDALE ICELANDICS’S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against AVONDALE ICELANDICS and ITS ASSOCIATES as stated above in this clause, for any economic and non- economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of AVONDALE ICELANDICS, to include while riding, handling, or otherwise being near horses owned by me or owned by AVONDALE ICELANDICS, or in the care, custody or control of AVONDALE ICELANDICS, whether on or off the premises of AVONDALE ICELANDICS, but not limited to being on AVONDALE ICELANDICS’S premises.
10. **EQUINE ACTIVITY LIABILITY ACT WARNING LANGUAGE:** Under Washington Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. I acknowledge that I have reviewed this state’s EQUINE ACTIVITY LIABILITY ACT WARNING LANGUAGE.

I / WE HAVE READ UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY ACKNOWLEDGE THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE AS I/WE ARE ASSUMING ALL RISK OF BEING INVOLVED WITH EQUINE ACTIVITIES. I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Printed Name of Participant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age if a minor i.e. under 18\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Participant or Parent/Guardian of Minor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_