



# Lake Washington Saddle Club

## Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

I **AGREE** for myself \_\_\_\_\_, and/or my child \_\_\_\_\_, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this Lake Washington Saddle Club (LWSC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an LWSC activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and LWSC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- 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 with another equine, another animal, a person, or an object;
- The potential of an equine activity instructor 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.

I **AGREE** to release the LWSC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the LWSC or the LWSC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the LWSC or the LWSC activity, and **specifically agree to Washington State statute/law regarding equine activity liability**. I **AGREE** to review and understand the full applicable state statutes.

I **AGREE** to wear an ASTM/SEI certified protective riding helmet any time I am mounted at an LWSC event. This is required of all riders, regardless of age or riding discipline.

\_\_\_\_\_ **Initial here that you understand the LWSC protective riding helmet policy.**

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the LWSC and the LWSC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the LWSC activity.

I **AGREE** that neither I, nor anyone claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the LWSC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor anyone claiming through me, will enforce, prosecute, or recover

upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or anyone claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the LWSC activity.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

**In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child. By signing below,**

I **AGREE** to be bound by all applicable LWSC rules and all terms and provisions of the LWSC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed.

By signing below, I represent to the LWSC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

***I have read and AGREE to abide by the above. REQUIRED — all signatures must be originals, not photocopies.***

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Original Signature of Participant

Date

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Original Signature of Applicant's Parent(s) or Legal Guardian(s)

Date

*Required if applicant is under 18 years of age*