

WAIVER AND RELEASE, COVENANT NOT TO SUE
AND HOLD HARMLESS AGREEMENT

Note: THIS DOCUMENT MUST BE SIGNED BY EVERYONE WHO WISHES TO USE THE PREMISES OF:

Marcus and Karen Wilcox (d/b/a W Bar M Ranch)

This is a three-page document - Please read all pages.

For the purposes of definition, PREMISES shall be **6160 Stateline Rd**
Walla Walla, WA 99362

In consideration for being permitted to enter and use the premises for myself individually, and for each minor child of which I am parent or guardian, and for our heirs, personal representatives and assigns, to induce Marcus and Karen Wilcox, -- to allow me to use its facilities, I (we) make the following statements and legal binding promises:

- 1) This instrument applies to myself, my minor children, my personal representatives, heirs, and next of kin.

- 2) I have inspected or will inspect the Premises to familiarize myself with any physical features that might be hazards. I will inform and instruct the minor participant for whom I am signing to inspect the PREMISES. I will use care in all that I do on the premises and will instruct and inform the minor participant to do the same. If I ride, I will immediately tell someone from the PREMISES if I feel that I am on a horse that I cannot safely control, or if I see someone else in that situation. I will inspect my tack each time I ride, and will instruct and inform the minor participant to do the same, prior to mounting. If I feel to be in an area I feel is unsafe, I agree to immediately leave that area. I will inform the minor participant for whom I am signing to do the same. I have read and accept the written arena rules and if I am signing for a minor participant, have instructed and informed the minor participant of the arena rules. I agree that I have received a copy of these rules and/or have read them.

- 3) I know that there are many RISKS that I am running by riding, handling horses, and being in and around a riding facility. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE DUE TO ANY ACTIVITY OR INJURY I AND/OR MY CHILD(REN) MIGHT SUFFER WHILE ON THE PROPERTY AND WHILE PARTICIPATING IN ANY ACTIVITIES THERE, REGARDLESS OF THE CAUSE AND WHETHER THERE IS ANY NEGLIGENCE ON BEHALF OF THE OWNERS, THEIR AGENTS, OR EMPLOYEES. I RELEASE, WAIVE, DISCHARGE AND VONCENANT NOT TO SUE THE RIDING FACILITY. EACH OF THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS FOR THE MINOR PARTICIPANT AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RIDING FACILITY defined as:

Initial ____

W BAR M RANCH, its owners, employees, agents, insurers, heirs, next of kin, personal representatives and assigns and successors in interest (Hereinafter "RIDING FACILITY")

By reason of any accident or injury or death or loss or damages. I RELEASE THE RIDING FACILITY FROM ALL CLAIMS, DEMANDS, ACTIONS OR INJURIES that may arise from my (or my minor participant's) presence or participation. THIS INCLUDES INJURIES ETC CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE RIDING FACILITY OR OTHERWISE. This release also covers property damaged or loss, for example, to my horse or tack or vehicle, trailer, whether by theft, fire, disappearance, injury, disease, or any other cause.

4) Whatever may happen, including someone bringing a claim against me, or my insurance company seeking to recover money paid on behalf, I PROMISE NOT TO SUE THE RIDING FACILITY AND NOT TO BRING ANY COUNTERCLAIM OR THIRD-PARTY CLAIM AGAINST THE RIDING FACILITY. I understand that, if I should change my mind later and sue, the Court will be asked to dismiss my lawsuit because of this release and promise. I intend to be bound by this. If I breach this promise, I authorize the court to award the Riding Facility all of its legal fees and expenses incurred in defending against my claim.

5) I PROMISE TO DEFEND AND HOLD HARMLESS THE RIDING FACILITY FROM ANY CLAIM, DEMAND OR SUIT BY ANY THIRD PARTY (ANYONE) ARISING OUT OF MY (OR MY MINOR PARTICIPANT'S OR HORSES'S) PRESENCE OR PART PARTICIPATION. This means that I will pay for the RIDING FACILITY'S legal fees to defend itself from any such lawsuit, and will any settlement or judgment and if I fail to pay, and the RIDING FACILITY pays, then I will indemnify the RIDING FACILITY for its losses and defense cost.

6) I further expressly agree that the foregoing instrument is intended to be as broad and inclusive as is permitted by the laws of the State of Washington, and that if any portion hereof is held invalid, I agree that the balance shall notwithstanding continue in full legal force and effect.

I am giving up certain legal rights in this document and so is my minor participant. I do so voluntarily, because I understand that this is an ABSOLUTE REQUIREMENT FOR ME (AND MY MINOR PARTICIPANT) TO USE THE FACILITES AND SERVICES OF THE RIDING FACILITY. I FURTHER AGREE THAT NO ORAL REPRESNTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

THIS IS A THREE PAGE DOCUMENT. I HAVE 1) READ ALL PAGES, 2) INITIALED ALL PAGES AND 3) HAVE KEPT A COPY.

Signed this _____ day of _____ 20____

Initial ____

PRINT NAME OR PARENT OR GUARDIAN

PRINT NAME OF PARTICIPANT

SIGNATURE OR PARENT OR GUARDIAN

SIGNATURE OF PARTICIPANT

Address: _____

Phone: _____ Home _____ Cell _____

PREMISES RULES

PLEASE:

1. All youth 18 & under, must wear an ASTM approved riding helmet at all times when mounted on a riding animal.
2. Ride only in the arenas provided and accesses to said arenas/
3. Keep all horses and ponies and other animals in truck, or trailer, or stall if available, unless being ridden or led or held in hand.
4. Pick up your animal(s) manure (in non-riding or non-corral areas) and place droppings in manure pile or identified alternative disposal location.
5. Close and lock ALL gates behind you unless otherwise instructed.
6. For those of you using the tack room, please make sure door **is closed and locked** before you leave. Close barn doors, and turn off lights.
7. Absolutely no borrowing without permission of other boarder's tack, equipment or supplies.
8. If using jumps and /or poles, or barrels, please put them away when you are done.

Initial _____