

RELEASE AGREEMENT

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

W Bar M Ranch LLC.

For the purposes of definition, Premise shall mean

**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, I make the following statements and legal binding promises:

- 1) I acknowledge and understand that **I am participating in potentially dangerous activity** that includes the use of animals. Further, I acknowledge that there is a possibility that the animals involved in W Bar M Ranch LLC. activities may create a danger for myself and others. **I assume all risk of these** potentially dangerous animals and activities. By signing this release, I agree to waive any claims I may have against W Bar M Ranch LLC. or its owners for any harm caused by engaging in these activities or for any injury suffered on the Premise.

- 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 Premise. 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 Premise 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) By signing this Agreement, **I hereby assume full responsibility** for any injury, death, or property damage, including any damage to the animals that I own or use, that occurs on the Premise. Further, if I am signing for a minor, I hereby agree to assume full responsibility for any injury, death, or property damage, including any damage to the animals that I own or use, caused to the minor that occurs on the Premise.

- 4) By signing this agreement, I acknowledge that I am entering into a **COVENANT NO TO SUE** for any injury claims or property claims that occur on the Premises, regardless of whether the injury was due to the negligence of any owner or employee of W Bar M Ranch LLC., with the following entities and people: W Bar M Ranch LLC., its owners, employees, volunteers, agents, personal representatives, assigns, or the owners of the property. This includes any force majeure claims.

Initial ____

5) By signing this agreement, I acknowledge that I am agreeing to **RELEASE W BAR M RANCH LLC., ITS OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, PERSONAL REPRESENTATIVES, ASSIGNS, AND THE PROPERTY OWNERS FROM ALL CLAIMS** that arise from participation in activities with W Bar M Ranch LLC. This does not include claims for intentional torts or crimes.

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.

7) I understand that, if I bring a claim that is barred by this Agreement, the defendant may present this Agreement as evidence that the lawsuit is barred. The defendant will present a motion to dismiss under Washington Rules of civil Procedure rule 12(b)(6). I acknowledge and intend for this to be a valid defense.

VOLUNTARY AGREEMENT: I acknowledge and understand that I am giving up certain legal rights in this document and so is my minor participant. I do so voluntarily. I understand that this is a requirement for me (and my minor participant) to use the facilities and services of the riding facilities.

ENTIRE AGREEMENT: This is the entire Agreement. No oral modifications may be made to this Agreement. If there is a modification to this Agreement, it must be made in writing, signed by the parties, and attached to the original copy of this Agreement.

ATTORNEY FEES: I agree to pay all attorneys fees that W Bar M Ranch LLC., its owners, employees, volunteers, agents, personal representatives, assigns, or the owners of the property may incur defending a claim that is barred by this Agreement.

Signed this _____ day of _____ 20____

PRINT NAME OR PARENT OR GUARDIAN

PRINT NAME OF PARTICIPANT

SIGNATURE OR PARENT OR GUARDIAN

SIGNATURE OF PARTICIPANT

Address: _____

Phone: _____ Home

_____ Cell

Initial ____

PREMISES RULES

PLEASE:

1. Always wear an ASTM approved riding helmet when mounted on riding animal if under 18.
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.