Print Waiver

Waiver of Liability/Hold Harmless Agreement

In consideration of the granting of access to Horse Haven at Bear Creek (the "Stable") and the Undersigned's or the Undersigned's Minor Childs participation in horse related activities at the Stable and other consideration, the Undersigned hereby waives, releases and holds harmless Horse Haven at Bear Creek, Inc. (the "Company"), the Stable and the fee owners thereof, and Robyn Smith (the "Instructor") and their respective employees and agents, from all claims, demands, causes of action, losses or liabilities arising from or related to any injuries, damages or losses of any nature arising directly or indirectly from the Undersigned's or the Undersigned's Minor Child's presence at the Stable or the participation by the Undersigned or the Undersigned's Minor Child in any horse related activity at the Stable including but not limited to the use, care, riding, stabling, and instruction in any equestrian and/or barn-related activities at the Stable ("horse related activities"). The Undersigned shall defend and indemnify the Instructor, the Company, the Stable and the fee owners of the Stable from any claims, demands, causes of action or liabilities, including reasonable attorney fees, which directly or indirectly arise from the presence of the Undersigned or the Undersigned's Minor Child at the Stable or from the participation by the Undersigned or the Undersigned's Minor Child in any horse related activities at the Stable or from any negligent act or omission by the Undersigned or the Undersigned's Minor Child, except to the extent caused by the gross negligence or willful misconduct by the indemnified persons or entities.

If engaging in any horse-related activities, the Undersigned agrees to fully disclose to the instructor, the Company and the Stable any known dangerous behavior that the Undersigned's horse may have exhibited prior to the date hereof so as to reduce the risk of injury to any person including students, customers, guests or employees at the Stable.

This waiver limits the Undersigned's ability to sue in a court of law and/or make claims for monies as compensation for injury or damages suffered as a result of or related to the participation or spectatorship of horse related activities at the Stable.

THE UNDERSIGNED ACKNOWLEDGES THAT HORSEBACK RIDING AND LESSONS AND HORSE RELATED ACTIVITIES CAN BE DANGEROUS. SERIOUS INJURY OR DEATH CAN RESULT FROM PARTICIPATION IN OR SPECTATORSHIP OF HORSE RELATED ACTIVITIES. THE COMPANY, THE FEE OWNERS OF THE STABLE, THE INSTRUCTOR AND THE EMPLOYEES AND AGENTS THEREOF CANNOT GUARANTEE THE SAFETY OF THE UNDERSIGNED, THE UNDERSIGNEDS MINOR CHILD OR THE UNDERSIGNED'S HORSE.

The Undersigned has reviewed and shall fully comply with all posted rules and regulations of the Stable and with all directions, and precautions issued by the Instructor, the Company, the Stable and the fee owners of the Stable and shall take every precaution to prevent incidents. The Undersigned further acknowledges that no matter how gentle, no horse is a completely safe horse. If a horse is frightened, provoked or agitated, it may divert from its tasks and act in response to its natural instincts which include, but are not limited to bolting (running off uncontrollably in any direction), stopping short, changing direction, or speed, shifting its weight from side-to-side or front-to-back, bucking, rearing or kicking with its front or rear legs. It may also lean on, pin, bite, or roll/fall on a person, another animal or property near it.

The Undersigned agrees to wear boots, gloves, and protective (equine-related and approved) headgear whenever on or near any horse. Such equipment may prevent or reduce the severity of injuries that may occur as a result of riding and/or being in the vicinity of horses, including a serious head injury.

- All riders 17 years of age or under are required to wear an equine-approved helmet when mounted unless an Equine Helmet Waiver has been signed and notarized by their parent or legal guardian.
- All minor students are required to wear an equine-approved helmet when in lessons or jumping – no exceptions.
- All minor students are required to wear an equine-approved protective vest when jumping. (It is strongly advised that all riders wear a protective vest when jumping).
- No jumping is allowed without Instructor supervision or pre-approval. (Pre-approval is for adults only).
- All spectators and guests must be accompanied by staff before entering barn or arena's, and are forbidden from entering pastures or paddocks.

READ CAREFULLY BEFORE SIGNING!

I have read and understand this waiver, attest that I am authorized to sign on behalf of the listed minor(s), and understand and acknowledge that by signing this waiver, I am giving up certain important legal rights.

_____ _____ _____

Signature Minor Name Minor Name (list additional minors on back)

_____ Date _____ Guest of _____

Printed Name

Horse Haven at Bear Creek, Inc. • 5425 W. Interurban Blvd., Bothell, WA 98012 • 425-483-4600
www.horsehavenatbearcreek.com

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