

## Waiver of Liability/Hold Harmless Agreement

In consideration of the granting of access to **Holly Farm** (the "**Stable**") and the Undersigned's or the Undersigned's Minor Child's participation in horse related activities at the Stable and other consideration, the Undersigned hereby waives, releases and holds harmless **Robyn Smith** (the "**Instructor**"), **Equine Life Solutions, Inc.** (the "**Company**"), **Hooves with Heart** (the co-leasor), **L & S Holdings** (the "property"), the Stable and the fee owners thereof, and their respective employees, interns, volunteers 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.

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 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. (Heeled-boots are highly recommended).

All riders are required to wear an **equine-activity approved helmet** when riding (No Exceptions)  
All spectators and guests must be accompanied by staff before entering the barn or arena or approaching horses in paddocks.

**Caution!! Electric fences are dangerous. Guests MUST be accompanied by staff!**

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

Date

Guest of

Printed Name

## **STUDENT RULES**

Driveway Speed Limit **5 MPH Maximum**.

Parking in designated areas only!

Parking for drop-off & pick-up in designated areas only.

**No pets outside cars during visit.**

Smoking is prohibited anywhere near the barn area.

All guests **MUST** sign a Waiver of Liability Form. Minors must be accompanied by parent or legal guardian or have the form signed by their parent or legal guardian prior to their visit. Waiver Forms are available at the Barn Office or from our website at HYPERLINK "<http://www.equinelifesolutions.com/>" [www.equinelifesolutions.com](http://www.equinelifesolutions.com)

All riders must sign a Horse Related Activity Release.

During lessons, all Students must wear an Equine-Activity Approved helmet.

Footwear: Closed-toed shoes with socks must be worn at all times.

Treats are to be fed with staff permission and supervision only.

Children **will be** supervised at all times and are not allowed near horses or anywhere without the supervision of a staff member.

Please prevent Children from touching the fences – **they are electric and will give quite a shock.**

All humans and animals are to be treated with respect. Humans & horses are fun and friendly, but if approached rudely, can be unpredictable and dangerous.

Please bring to our attention immediately any condition you observe that you feel is unsafe.

When dropping off or picking up students please keep siblings/guests in the vehicle.

Photography must be prearranged with ELS staff.

Children must be quiet during lessons.

**Guests and students must be accompanied by ELS staff while visiting the “ELS Animal Farm.”**

We want you to enjoy being at the Farm. If you have any questions or concerns, please talk to us. We desire to maintain a fun and safe place for everyone; especially the animals!

\_\_\_\_\_  
Thank you,

\_\_\_\_\_  
Student Name

Robyn Smith – ELS Owner & the ELS Herd

\_\_\_\_\_  
Date

### **HORSE RELATED ACTIVITY RELEASE- ADULT PROMO**

The Undersigned hereby expressly acknowledges warrants and agrees as follows:

**Acknowledgement of Risk:** The Undersigned has requested the opportunity to participate or observe animal and/or horse related activity ("horse/animal related activities") at Equine Life Solutions, Inc. (ELS), (the "Stable"), Such activity may include horse riding, the use, care, stabling, and instruction in any equestrian and/or barn-related activities and any riding lessons given by any ELS Instructors (the "Instructor"), conducted by Equine Life Solutions, Inc. (the "Company"), L & S Holdings, LLC., (the "property"), or Hooves with Heart (the "co-essor"). The Undersigned understands and acknowledges that horse related activities entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious emotional and/or physical injury, damage or loss and that such risks cannot be eliminated. With such knowledge, the Undersigned hereby agrees to participate in horse related activities at the Stable with the understanding of the risks involved.

**Adherence to Standards:** The Undersigned further agrees to abide by all policies, rules, and regulations of the Instructor, the Company, the Stable and the fee owners of the Stable, and shall comply with all directions, and precautions issued by the Instructor, the Company, the Stable and the fee owners of the Stable.

**Termination of Participation:** The Instructor, the Company, the Stable and the fee owners of the Stable reserve the right to terminate the Undersigned's participation in any horse related activity at the Stable at any time for any reason, including but not limited to: the use of physical or verbal violence against any person or animal; any conduct or other behavior deemed detrimental to the best interests of the horse(s), the Stable or others; health or safety considerations of the Undersigned or others; and in the event of any emergencies. If termination is for the Undersigned's misconduct, including failure to comply with the Rules or the directives of the Instructor, the Company, the Stable or the fee owners of the Stable, such termination shall not diminish or otherwise alter the Undersigned's obligation to fully pay any payment required for the lesson and no refunds shall be required.

**Indemnification and Hold Harmless:** The Undersigned hereby waives, releases and agrees to defend, indemnify and holds harmless the Instructor, the Company, the Stable and the fee owners of the Stable and their respective agents and employees, from all claims, demands, causes of action, losses or liabilities arising, including reasonable attorney fees, and from any injuries, damages or losses of any nature which directly or indirectly arise from the presence of the Undersigned at the Stable, the participation by the Undersigned in any horse related activities at the Stable, from any negligent act or omission by the Undersigned, or from the acts, actions and behavior of the Undersigned's horse, except to the extent that such damages or injuries are the direct result of the gross negligence or willful misconduct by the

indemnified persons or entities.

**Consent for Emergency Medical Treatment:** Should the Undersigned require emergency medical treatment as a result of accident or illness arising during any horse related activity at the Stable, the Undersigned consents to such treatment. As the Instructor, the Company, the Stable and the fee owners of the Stable do not provide health and accident insurance for horse riding participants, the Undersigned agrees to be financially responsible for any medical expenses incurred as a result of any emergency medical treatment.

**Severability:** It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

**Governing Law:** This release shall be construed in accordance with and governed by the laws of the state of Washington.

The Undersigned acknowledges that he/she is at least 18 years of age, is not now pregnant, and does not have any medical condition that would prevent him/her from participating in any horse related activities offered at the stable. The Undersigned further acknowledges that he/she has read and understood the terms of this agreement and the effect hereof and agrees to be bound by the terms hereof.

\_\_\_\_\_

Signature

Date

**CONTACT INFO:**

Name: \_\_\_\_\_

Phone# \_\_\_\_\_

Address: \_\_\_\_\_ Cell # \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

**EMERGENCY CONTACT:**

(Person named below is authorized to act on the Undersigned's behalf)

Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

\*Any Medical Conditions the Instructor should be aware of:

\_\_\_\_\_  
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**\* Allergies                    or                    Special                    Medications:**

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