Name:

Date:

Rider

Volunteer

Release of Liability

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN
Alatheia Riding Center

State of Washington Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Washington, § RCW 4.24.540, state among its statutory provisions that, "an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity". WARNING OF INHERENT RISKS: Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, person, or other animals; c) collisions with other animals or objects; d) or the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. An equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

HORSEBACK RIDING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, hereby acknowledge that I and / or my legal guardian on my behalf have voluntarily registered to participate in an activity of horseback riding with Alatheia Riding Center.

I fully understand that the activity of horseback riding, or even being near a horse, involves numerous dangers and risks of injury to me. I acknowledge that the assumption of all the risks involved is my responsibility and I completely release Alatheia Riding Center and its agents from all liability for any and all injuries caused by my participation in the general activity of horseback riding. Please initial to show that you agree _____.

I fully understand that an animal (horse) irrespective of its training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright, and that even the most gentile horse, when provoked or frightened, may rear, buck, run away or otherwise act in an unpredictable and dangerous manner. In addition, weather such as thunder, hail, lightening, or snow sliding off of the roof, may cause a horse to rear, buck, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, I fully assume all of the risks involved and completely release Alatheia Riding Center and its agents from liability for any and all injuries to me from the general activity of horseback riding. Please initial to show that you agree _____.

I fully understand that riding on any type of terrain can be dangerous to my horse and me and that this danger increases when riding a horse fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while riding at a slower pace, my horse may stumble, be thrown off balance, get caught in a hole or rut, fall or otherwise be dangerous to me. I also fully understand that I may, at any time, lose control of and/or fall off my horse, or have a collision. I fully assume the responsibility for all of these dangers and risks, and completely release Alatheia Riding Center and its agents from all liability for any and all injuries to me from the dangers and risks as stated above. Please initial to show that you agree _____.

Alatheia Riding Center
2170 Sleepy Hollow Height; Wenatchee, WA 98801 (509) 630-8710

HORSEBACK RIDING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, continued

I fully understand that animals (horses) and conditions are unpredictable and that the risk of injury or death is inherent to the activity of horseback riding and/or being around horses. I fully assume the responsibility for the risk of injury or death caused by my contact with horses and horseback riding. I completely release Alatheia Riding Center and its agents from any and all liability from any and all injuries or death to me caused by my contact with horses and/or horseback riding.
Please initial to show that you agree _____.

I agree not to sue, claim against, attach the property of or prosecute Alatheia Riding Center, its officers, board members, affiliated organizations, agents and/or its employees for riding and its related activities, whether or not such injury or death was caused by their negligence or from any other cause. Please initial to show that you agree _____.

I agree to release the State of Washington and all of its agencies, agents, contractors, servants and employees from liability for any acts of Alatheia Riding Center causing injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to Alatheia Riding Center's negligence in connection with providing services under this contract. Please initial to show that you agree _____.

I agree to defend, indemnify and hold harmless Alatheia Riding Center and all of its officers, board members, affiliated organizations, agents and employees for any injury or death caused by or resulting from my participation in the activity of horseback riding and its related activities, whether or not such injury or death was caused by their negligence or from any other cause. Please initial to show that you agree _____.

This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives. Please initial to show that you agree _____.

I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this release of liability and indemnity agreement on behalf of myself of my own free will. Please initial to show that you agree _____.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ITS TERMS.

Participants under 18 years of age require the signature of a parent or legal guardian.

_____ _____
Signature of Parent / Guardian *Signature of Participant*

_____ _____
Print Name of Parent/Guardian *Print Name of Participant*

_____
Address

_____ _____
Phone number *Email of Parent/Guardian*

_____
Date