

## LIABILITY RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

I fully understand and recognize the existence of each of the following risks and hazards associated with being around horses and horseback riding (these risks and hazards shall hereinafter collectively be referred to as the “*Inherent Risks*”):

- a. *The activities of horseback riding and/or being near a horse involve numerous inherent dangers and risks, both foreseen and unforeseen, of injury and death to me (and/or my child);*
- b. *Horses, like all other animals, irrespective of their training and usual past behavior and characteristics, may act and react in unpredictable and dangerous ways, including, but not limited to, rearing, bucking, and running away;*
- c. *Horseback riding on any type of terrain can be dangerous to both me (and/or my child) and that this danger increases when riding a horse fast, such as at a canter (lope) or at a gallop;*
- d. *While horseback riding, even at slower paces, my (and/or my child’s) horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to me; and*
- e. *While horseback riding, I (and/or my child) may, at any time, lose control or fall off of my (and/or my child’s) horse or have a collision.*

In light of these understandings and recognitions and in consideration of me (and/or my child) being permitted to participate in and/or serve as a volunteer for horseback riding and horse-related activities (“*Subject Activities*”) provided and/or coordinated by Pegasus Project Foundation (d/b/a Pegasus Project Foundation Therapeutic Riding Center), do for myself (and/or my child) and my (and/or my child’s) heirs, personal and legal representatives, administrators, and assigns, hereby:

1. Recognize the *Subject Activities* are inherently dangerous and personally assume all risks, including, but not limited to, the above-stated *Inherent Risks*, whether foreseen or unforeseen, associated with my (or my child’s) participation in the *Subject Activities*; and

2. Forever (i) RELEASE any and all liability of Pegasus Project Foundation and its successors, assigns, members, directors, officers, employees, volunteers, instructors, therapists, agents, sponsors, and affiliates (hereinafter collectively referred to as “*Releasee*”), (ii) DISCHARGE and COVENANT NOT TO SUE the *Releasee*, and (iii) hold and save HARMLESS and INDEMNIFY *Releasee* from and against any and every

liability, claim, injury, loss, damage, expense, demand, action, and cause of action, of whatsoever kind or nature, arising out of or related to any such loss, damage, or injury, including death, that may be sustained by me (or my child), for whatever reason, while participating in the *Subject Activities*, whether such damages are the result of *Releasee's* negligence or any other cause.

I further state that (i) I am of lawful age and legally competent to sign this Agreement, (ii) I understand the terms of this Agreement are contractual and not a mere recital; (iii) this Agreement contains the entire agreement between myself and *Releasee*; and (iv) if I am executing this Agreement on behalf of a child, that I am the legal guardian of said child and authorized to execute this Agreement in said capacity. In addition, I agree that nothing about this Agreement limits the protections afforded to *Releasee* by Washington State's Equine Liability Law, as such is currently codified at RCW 4.24.530 - .540 and hereafter amended.

**IN SIGNING THIS AGREEMENT, I HEREBY ACKNOWLEDGE AND REPRESENT, THAT I HAVE READ THIS AGREEMENT, UNDERSTAND AND ACCEPT THE AGREEMENT'S TERMS, AND AM VOLUNTARILY ENTERING INTO THIS AGREEMENT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Child's Name (*if applicable*): \_\_\_\_\_