

BLUE MOUNTAIN THERAPEUTIC RIDING

(509) 542-7624 mary@bluemountaintherapeuticriding.org
1150 Valley St., Walla Walla, WA 99362

RELEASE & WAIVER OF LIABILITY

Assumption of risk and indemnity agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF BLUE MOUNTAIN THERAPEUTIC RIDING, ITS OWNERS, EMPLOYEES AND AGENTS.

I, _____ on behalf of myself, and/or

My minor child, _____

Reside at (street address): _____

city: _____ state: _____ zip: _____

Please add me to your email list. Email address: _____

In consideration for allowing me or my minor child to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse, pony, donkey or mule, may without warning or any apparent cause, may buck, stumble, trip, fall, rear, bite, kick, run, or make unpredictable movements, spook, jump obstacles, step on a person's foot, push or shove a person, and tack, saddles or bridles may loosen or break all of which may cause injury or the rider to fall or be jolted resulting in serious injury or death.
2. Acknowledge that therapeutic horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performances.
3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death, which is inherent in the handling or riding of a horse, and use of tack, saddles, bridles, regular or special equipment, or adaptive gear, provided by Blue Mountain Therapeutic Riding.
4. Release, discharge and promise not to sue, Blue Mountain Therapeutic Riding for any loss, damage, injury, including death, or cost to me or my child's person or property arising out of riding or handling a horse, or use of tack, saddles, bridles, or gear provided by Blue Mountain Therapeutic Riding.

5. Release Blue Mountain Therapeutic Riding from any claim that Blue Mountain Therapeutic Riding was negligent in connection with my or my child's riding a horse, including but not limited to, training or selecting horses, maintenance, care, fit or adjusting of saddles, bridles, tack, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both.

6. Indemnify, and save and hold harmless, Blue Mountain Therapeutic Riding, from and against any loss, liability, damage or cost that may occur out of, or in any way connected with either my or my child's handling or riding the horse and/or use of any tack, saddles, bridles, equipment or gear provided, therewith resulting from or contributing to, me or my child's negligence.

7. Expressly agree that the foregoing release and assumption of risk and indemnity agreement, is governed by the laws of the State of Washington and is intended to be as broad and inclusive as is permitted by Washington law, and that in the event any portion of this agreement is determined to be invalid or unenforceable, for any reason, the balance of the agreement shall not be affected or impaired in any way and shall continue to be in full legal force and effect.

8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Blue Mountain Therapeutic Riding, for any injury, or damage of this contract, I will pay all attorney's fees and costs incurred by Blue Mountain Therapeutic Riding, in defending such an action.

9. All riders must wear a protective helmet. A protective helmet will be provided.

10. If the person who is to enter into this agreement is less than 18 years of age, or incapable to discern this agreement, his/her parent or guardian must read this agreement, and sign below on behalf of the minor.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A PROMISE NOT TO SUE, AND TO RELEASE THE CORPORATION, BLUE MOUNTAIN THERAPEUTIC RIDING, IT'S OFFICERS, EMPLOYEES AND AGENTS, FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THE RELEASE AND WAIVER AS A CONDITION TO ATTEND, BLUE MOUNTAIN THERAPEUTIC RIDING, AND ALLOWING ME OR MY CHILD TO RIDE OR HANDLE A HORSE. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF THE HORSEBACK RIDING EXPERIENCE.

SIGNATURE

DATE