TOPLINE SPORT HORSE LLC

VASHON ISLAND RIDING CENTER

WAIVER, ASSUMPTION OF RISK, INDEMNITY AGREEMENT

In consideration of being allowed by TOPLINE SPORT HORSE LLC, and VASHON ISLAND RIDING CENTER to participate in horse-related activities at TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, the participant named below and each other person signing this Agreement hereby acknowledges and agrees as follows:

HORSE RELATED ACTIVITIES; RISK OF SERIOUS INJURY OR DEATH. Participating in horse-related activities exposes the participant to an extremely high risk of serious injury and/or death. "Horse-related activities" includes, without limitation: (i) handling horses on the ground, physical contact with horses on the ground including horses that may be loose, leading horses, catching horses, grooming horses, approaching horses, and horse-training and teaching activities, (ii) jumping horses, (iii) all horse related disciplines including dressage, hunter and jumper shows, grand prix jumping, three-day events, combined training, rodeo, driving, pulling, cutting, polo, steeplechase, endurance trail riding and western games, and hunting, (iv) boarding horses, feeding horses, transporting horses, and general physical care of horses, (v) riding, inspecting, or evaluating a horse or allowing another person to ride, inspect, or evaluate a horse, and (vi) rides, trips, hunts or other horse-related activities without regard to how informal or impromptu such activities may be.

CAUSES OF INJURY OR DEATH. Causes of injury and/or death while participating in horse-related activities may include occurrences or circumstances outside the control of the participant or any other person including without limitation (i) a horse that stumbles or falls for any reason including injury to the horse or undetected lameness in the horse, (ii) adverse reactions by a horse to obstacles in its path or to the presence of other animals (including other horses, domestic animals and wild animals) or insects and, (iii) kicking, shying, bucking, bolting, or other similar behaviors resulting from the unpredictable nature of horses.

PARTICIPANTS RESPONSIBILITY. It is always the participants responsibility to limit his/her horse related activities to only those activities in which the participant can safely engage, and to ride within his/her ability and to equip him or herself and his or her horse with appropriate tack, properly fitted, including but not limited to, protective headgear and safety vest for the rider, and traction devices for the horse, such as studs or caulks in the horses' shoes as they may be required by the riding conditions at that time.

INSTRUCTOR/FACILITATOR RESPONSIBILITY. The Instructors/Facilitators of TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER reserve the right to end a session at any time and retain the discretion to ask the participant to leave the property.

ASSUMPTION OF RISK. The participant (and each person signing below) for itself and its heirs, representatives, successors and assigns, hereby assumes all risk of and responsibility for any injury or death to the participant or damage to property sustained in connection with or as a result of horse related activities at TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, or at any property rented, owned, or used directly or indirectly by any Release Party (defined below) including all risk of and responsibility for any injury, death or damage that may result from negligence on the part of TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, or any of their employees (whether acting in the capacity of employees or otherwise), owners, agents, or contractors, working students, associates, or landowners (specifically, JESSICA HARPER, DEBI SPAULDING and DAYNA and GERRY MULLER; collectively, the 'Released Parties').

WAIVER, HOLD HARMLESS, AND INDEMNITY. The participant (and each other person signing below) for itself and its heirs, representatives, successors and assigns, hereby releases from liability, waives all claims against, and agrees to hold harmless and indemnify and forever discharge all of the Released Parties with respect to any and all liability, damages, claims and causes of action, including, but not limited to liability, damages, claims and causes of action based on negligence and/or breach of warranty by any Released Party, arising from or related to (i) any horse related activity at or associated with TOPLINE SPORT HORSE LLC and/or VASHON ISLAND RIDING CENTER or at any property rented, owned, controlled, or used directly or indirectly by any Released Party or (ii) any horse related activity using horses owned, boarded, or cared for by any Released Party.

ACKNOWLEDGEMENT OF STATUTORY LIMITATION OF LIABILITY. The participant (and each other person signing below) acknowledges and is aware of Revised Code of Washington Section 4.24.540, as the same may be amended or revised, which limits the ability of participants in horse-related activities to maintain legal actions against or recover damages from persons who operate, make available, or provide facilities for such horse-related activities.

BINDING EFFECT. This Agreement is intended to be and shall be construed as a complete, general release of all claims and causes of action described herein, known, and unknown, now existing or arising in the future. If any part of this Agreement is found to be invalid, the other parts shall remain in full force and effect. This Agreement shall be binding on each participant named below and on each other person signing below and on all of their heirs, representatives, successors and assigns.

WAIVER OF LEGAL RIGHTS. This agreement includes waivers of legal rights. Any person who signs this Agreement should have their attorney review it before signing and before the Participant referred to below engages in any horse-related activity with TOPLINE SPORT HORSE LLC, VASHON ISLAND RIDING CENTER and GERRY and DAYNA MULLER.

Participants name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If any Participant is a Minor,

Parent/Guardian's name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone/email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Participant (or Parent/Guardian, if Participant is a Minor):**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Must be a Parent or Guardian if person named above is under the age of 18)*, hereby acknowledge that I have requested permission to participate in equestrian or other activities with TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER**.** I have read and agree to abide by the TOPLINE SPORT HORSE LLC, HORSE BRUSH FARMS, and VASHON ISLAND RIDING CENTER Facility Use Rules. I am aware that combined training and eventing, jumping, trail riding, conditioning, dressage, polo and all other forms of equestrian activities, including the teaching, training or coaching thereof can be hazardous. I am voluntarily participating in equestrian or other activities with the knowledge of the danger involved and herby agree to accept any and all risks of injury or death. In consideration for being permitted to use the facilities with TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, I hereby agree that I, my heirs, my distributees, guardians, legal representatives and assignees will not make a claim against, sue, attach the property used by, or prosecute TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, its landlord, directors, officers, members, employees or assignees, for any claim I now have or may hereafter have for death, injury or property damage resulting from my use of the facilities with TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, whether caused by my acts of omission or negligence or any else’s. In addition, it is understood that any and all insurance that I have shall be primary. To the fullest extent permitted by law, I shall defend, indemnify & hold harmless TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, its landlord, directors, officers, agents and employees for and against any and all claims, damages, losses, expenses and liabilities of every kind, including but not limited to attorney’s fees, in any way arising out of or in connection with my activities under this Agreement. This indemnify shall apply regardless of any active and/or passive negligent act or omission of TOPLINE SPORT HORSE LLC and VASHON ISLAND RIDING CENTER, its landlord, directors, officers, agents and employees. I have carefully read this agreement and release and fully understand its contents. I am aware that this is a Release of Liability, a waiver of legal rights and contracts between me and TOPLINE SPORT HORSE LLC. I sign this agreement and liability at my own free will. I further acknowledge that there are no warranties either express of implied, concerning the facilities, events or activities with Topline Sport Horse. I HAVE RELEASED ALL PERTINENT MEDICAL INFORMATION OF MYSELF OR MY MINOR CHILDREN PARTICIPATING IN ANY EQUINE ACTIVITY AT TOPLINE SPORT HORSE AND VASHON ISLAND RIDING CENTER INCLUDING, BUT NOT LIMITED TO: PREVIOUS INJURIES, ALLERGIES, LEARNING DISABILITIES, AND PHYSICAL LIMITATIONS.

**WARNING: Under Washington law, 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 activites. Revised Code of Washington 4.24.540**