

Capstone Training, LLC
Release and 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 the stable, its owners, employees and agents, including but not limited to Capstone Training, LLC; Whitney Spicher; and Laura Hammond and Bradley Hammond (the “Releasees”). This RELEASE AND WAIVER OF LIABILITY is made pursuant to Revised Code of Washington Annotated. Title 4. Civil Procedure. Chapter 4.24. Special Rights of Action and Special Immunities.

This RELEASE AND WAIVER OF LIABILITY is entered into on this _____ day of _____, in the year _____, by and between the stable, its owners, employees and agents, including but not limited to Capstone Training, LLC; Whitney Spicher; and Laura Hammond and Bradley Hammond (the “Releasees”), and _____ (Participant), and, if Participant is a minor, the parent/guardian of Participant, _____.

In exchange for use of property, facilities, and services of Releasees, the Participant, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Releasees’ property and/or the adjoining property of others, which have given me permission to ride.
3. I agree to acknowledge all of Releasees’ rules and regulations pertaining to any and all equine activities occurring on Releasees’ property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Participant’s safety while engaging in such activities.
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER’S USE OF OR PRESENCE UPON OWNER’S PROPERTY AND FACILITIES while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Releasees are NOT liable for any injury to or the death of Participant and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Releasees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Participant’s use of or presence upon Releasees’ property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Participant’s use of or presence upon the property owner’s property.
8. I AGREE NOT TO SUE Releasees in association with ANY claims, damages, costs, or expenses arising out of Participant’s use of or presence upon Releasees’ property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Releasees. If a lawsuit is filed against the Releasees for any injury or damage in breach of this Agreement, I will pay all attorneys’ fees and costs incurred by the Releasees in defending such an action.

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9. I expressly agree this RELEASE AND WAIVER OF LIABILITY 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 in full legal force and effect.
10. It is at my discretion that I, my child or any rider, wear a protective helmet. I understand without question that it is my responsibility to provide a protective helmet.
11. Participant is responsible for complete and full insurance coverage on himself/herself, personal property, and Participant's horse.
12. Participant and Participant's parent or guardian, (if Participant is a minor) agree that this RELEASE AND WAIVER OF LIABILITY is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Washington.

I have read, and understand without question, this RELEASE AND WAIVER OF LIABILITY contract before having signed below.

Releasee Name: _____ Releasee Signature: _____

Date: _____

Releasee Name: _____ Releasee Signature: _____

Date: _____

Releasee Name: _____ Releasee Signature: _____

Date: _____

Participant's Name: _____ Participant's Signature: _____

Participant's Parent or Guardian's Signature (if Participant is a Minor): _____ Date: _____

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Revised Code of Washington Annotated. Title 4. Civil Procedure. Chapter 4.24. Special Rights of Action and Special Immunities.

4.24.530. Limitations on liability for equine activities--Definitions

Unless the context clearly indicates otherwise, the definitions in this section apply to RCW 4.24.530, 4.24.540, and section 3, chapter 292, Laws of 1989.

- (1) "Equine" means a horse, pony, mule, donkey, or hinny.
- (2) "Equine activity" means: (a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games, and hunting; (b) equine training and/or teaching activities; (c) boarding equines; (d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (e) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.
- (3) "Equine activity sponsor" means an individual, group or club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, an equine activity including but not limited to: Pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs, and, operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.
- (4) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.
- (5) "Engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.
- (6) "Equine professional" means a person engaged for compensation (a) in instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine, or, (b) in renting equipment or tack to a participant.

CREDIT(S)
[1989 c 292 § 1.]

I have read, and understand without question, the preceding Section 4.24.530 of the Revised Code of Washington Annotated. Title 4. Civil Procedure before having initialed at right. _____

4.24.540. Limitations on liability for equine activities--Exceptions

- (1) Except as provided in subsection (2) of this section, 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, and, except as provided in subsection (2) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.
- (2) (a) RCW 4.24.530 and 4.24.540 do not apply to the horse racing industry as regulated in chapter 67.16 RCW.
(b) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional:
 - (i) If the equine activity sponsor or the equine professional:

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- (A) Provided the equipment or tack and the equipment or tack caused the injury; or
- (B) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and determine the ability of the participant to safely manage the particular equine;
- (ii) If the equine activity sponsor or the equine professional owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted;
- (iii) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;
- (iv) If the equine activity sponsor or the equine professional intentionally injures the participant;
- (v) Under liability provisions as set forth in the products liability laws; or
- (vi) Under liability provisions in chapter 16.04, *16.13, or *16.16 RCW.

CREDIT(S)
[1989 c 292 § 2.]

*I have read, and understand without question,
the preceding Section 4.24.540 of the Revised
Code of Washington Annotated. Title 4. Civil
Procedure before having initialed at right.* _____