

EQUINE EVENT PARTICIPATION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

For Individuals or Families of Adults and Their Legal Minor Age Children and / or Legal Wards

Next Phase Eventing Derby	August 15, 2021
NAME OF EVENT, hereinafter referred to as "EVENT"	EVENT DATE(S) and YEAR
Two Mountains Farm, 11630 W Snoqualmie Valley Rd, Carnation, 98014	
EVENT LOCATION (Street, City, Zip Code)	
Next Phase Eventing, Kelsey Devoille, Maris Burns	
EVENT SPONSOR'S NAME, hereinafter known as "SPONSOR".	
7707 220th Ave NE, Redmond, WA 98053	
SPONSOR'S PHYSICAL LOCATION OR ADDRESS (Street, City, Zip Code)	

READ CAREFULLY BEFORE SIGNING

- A. AGREEMENT PURPOSE:** I / WE, the below listed individual(s), and the parent(s) or legal guardian(s) thereof if a minor, hereinafter referred to as the **PARTICIPANT(S)**, do hereby agree to attend and participate in the above named equine **EVENT** which is sponsored by the above named **SPONSOR**.
- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the **PARTICIPANT**, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of the **SPONSOR'S** physical location. This agreement is intended to be valid and binding at all times now and in the future when the **SPONSOR** permits me (directly or indirectly) to enter the **SPONSOR'S PROPERTY**, be on the **SPONSOR'S** property, be near any horse, receive instruction or guidance from its associates and / or when I ride, drive, and / or am near horses on or off of the **SPONSOR'S PROPERTY**. Any disputes by the **PARTICIPANT** shall be litigated in, and venue shall be the county in which the **SPONSOR** is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "**HORSE**" and "**EQUINE**" herein shall refer to all equine species. The terms "**I**", "**WE**", "**ME**", "**MY**" shall herein refer to the **PARTICIPANT(S)** and the parents or legal guardians thereof if a minor. The "**SPONSOR'S PROPERTY**" shall refer to any property the **SPONSOR** owns and / or occupies by loan, rental or lease agreement.
- C. PERSONAL MEDICAL COSTS RESPONSIBILITY AND MEDICAL INSURANCE DISCLOSURE:** I / WE AGREE THAT: Should medical treatment be required for any **PARTICIPANT(S)** for whom I / WE am responsible, that I and / or my medical insurance shall pay for ALL such incurred expenses.
 My medical insurance company is _____ My policy number is _____ I do not carry medical insurance
- D. PERSONAL RESPONSIBILITY AND LIABILITY INSURANCE:** I / WE AGREE THAT: I shall be responsible for my negligent acts and the negligent acts of my family members and / or legal wards and animals, and I do carry liability insurance protection for such occurrences now in force under:
(Check one that applies and provide your Insurer's name and policy number).
 HOMEOWNER'S INSURANCE POLICY TENANT'S INSURANCE POLICY PERSONAL LIABILITY POLICY FARM OWNER'S POLICY
INSURANCE COMPANY NAME _____ POLICY NUMBER _____
- E. INHERENT RISKS / ASSUMPTION OF RISKS** I / WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the **PARTICIPANT** or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the **PARTICIPANT**. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the SPONSOR to list all possible risks for me.**
- F. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The **SPONSOR** is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on the SPONSOR to list all possible conditions for me.**

G. PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT: I for myself and on behalf of my child and / or legal ward have been fully warned and advised by the SPONSOR that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I / WE ACKNOWLEDGE THAT: If I choose to wear the protective headgear / helmet that I will be responsible for obtaining it and properly securing the headgear / helmet on the PARTICIPANT'S head at all times. I am not relying on the SPONSOR and / or its associates to provide such headgear, and / or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

H. LIABILITY RELEASE: I / WE AGREE THAT: In consideration of the SPONSOR'S allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge the SPONSOR, and their agents, employees, officers, directors, representatives, assigns, members, owners of premises, roadways, and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to the SPONSOR'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of the SPONSOR'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against the SPONSOR and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the property, premises, and operations of the SPONSOR, to include while riding, handling, or otherwise being near horses owned by me or owned by other third parties, or owned by the SPONSOR, or in the care, custody and / or control of the SPONSOR, whether on or off the premises of the SPONSOR, but not limited to being on the SPONSOR'S premises.

G. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

All Legal Age EVENT PARTICIPANTS must sign below after reading this entire document. The Parents or Legal Guardians of minor PARTICIPANTS and of PARTICIPANTS who are under guardianship must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS:

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, AND I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

All legal age EVENT PARTICIPANTS and / or parents and / or legal guardians must sign below:

1. _____	_____	_____
Print Name	Signature	Date
2. _____	_____	_____
Print Name	Signature	Date

Print Below: The names and ages of **all** minor children or legal ward EVENT PARTICIPANTS for which I / WE the above signed parents and / or legal guardians are legally responsible:

1. _____ Age _____

2. _____ Age _____

3. _____ Age _____

4. _____ Age _____

5. _____ Age _____

PARTICIPANT'S Address In Full _____ _____		
Home Phone # _____	Bus. Phone # _____	Cell Phone# _____
PERSON TO CONTACT IN CASE OF EMERGENCY _____	RELATIONSHIP TO PARTICIPANT _____	() _____ PHONE NUMBER