



Hold Harmless Release Agreement

Eagle Mountain Boarding and Training, LLC

eaglemountainranch@yahoo.com

Kim McLaughlin -Esquivel 206-679-4098

Covenant not to Sue, Release, Waiver of Claims, Indemnity and Insurance Agreement

This Covenant not to Sue, Release, Waiver of Claims, Indemnity, and Insurance Agreement (hereafter, "Agreement") is entered into between _____ and of Eagle Mountain Ranch Boarding and Training, LLC and the same individually, and Eagle Mountain Ranch Boarding and Training, LLC and the property owners and their tenants (collectively, "Landowners") as a condition of and a part of the consideration for _____ Landowners agreeing to allow me to ride with Eagle Mountain Ranch Boarding and Training, LLC over certain designated property of the landholders, or any other involvement with horses, or any activities incidental, attendant, or related to the foregoing:

1. I understand and acknowledge that any involvement with horses can be hazardous, that riding is an athletic event which involves numerous risks of injury to horse, rider, and spectator, and that horses are often unpredictable and difficult to control.
2. I voluntarily and expressly assume all risks and dangers of such involvement.
3. I, and on behalf of any minor of mine or person under a disability or incapacity for whom I am a guardian who participates in any activity described in this Agreement (hereafter, "Releasor"), agree not to sue Eagle Mountain Ranch Boarding and Training, LLC, Kim McLaughlin-Esquivel, Alberto Esquivel, Tori Rose, Eagle Mountain Country Venue, or the landholder(s) of any property where any of the activities mentioned above may take place (hereafter, "Released Parties"), and I waive and release any and all claims arising out of such activities or the use of such property, including but not limited to any claims alleging negligence, breach of contract, strict liability, or otherwise, of the Released Parties. This covenant not to sue, waiver and release includes, but is not limited to, bodily injury, death, property damage, loss, contribution, indemnity or any other claims which I may ever have against Eagle Mountain Ranch Boarding and Training, LLC, their agents or employees, or any landholder(s).
4. I also agree to defend, indemnify and hold harmless Eagle Mountain Ranch Boarding and Training, LLC and any landholder(s) involved from any expenses, damages or judgments, including any legal expense, reasonable attorneys' fees, claims for contribution or indemnification, resulting from claims by third parties arising out of my activities mentioned above, or the use of any property in relation to any such of my activities.
5. I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage (including but not limited to liability, health and life) to protect me and any minor or disabled or incapacitated

person for whom I am responsible from any expense, liability, claim, or damages mentioned or included in this agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I will be bound and liable under such provisions.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST RELEASED PARTIES, THEIR MEMBERS, MANAGERS, EMPLOYEES AND AGENTS.

Name of Rider: _____ Date of Birth (if under 18): _____

Address: _____ City: _____

State: _ Zip Code: _____ Telephone: _____ Email: _____

Emergency Contact and Phone:

_____ Date _____

Signature:

(Indicate if signing for minor or as guardian)

Purpose of visit: ___Haul in ___Lesson: ___Clinic/other: _____

(Please indicate the following if applicable)

Horse's Name: _____

My horse is current on all Vet recommended shots and worming. _____ (initial)

Hard Hat Waiver- Everyone please sign

I, the undersigned, recognize the dangers inherent with horseback riding. I know that wearing a helmet can help prevent permanent brain damage in the event of an accident. Against the advice of the owner of Eagle Mountain Ranch Boarding and Training LLC, and the Insurance Company, I am electing NOT to wear a riding helmet. R.C.W. 4.24.530 - .540. I have read and understand the above waiver.

Signature: _____ Date: _____

(Indicate if signing for minor or as guardian)

To avoid any unnecessary delay in the event of emergency, please answer the information below and sign a release.

Allergies: _____

Date of last Tetanus: _____ Primary Physician: _____

Telephone: _____

Emergency Medical Release for Adult/Minor/Disabled Rider:

If emergency medical care is required for myself, my child, or for any disabled or incapacitated person (name) _____, and if I or an accompanying relative is not able to convey permission in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician, or the medical facility providing treatment. I have read this entire release and agree

Signature: _____ Date: _____

(Guardian if under age 18 or disabled/incapacitated)