

The Whole Horse Place, Inc.  
4842 SW Daisy St, Port Orchard, WA 98367  
Equine Activity Release and Hold Harmless Agreement

I have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with The Whole Horse Place, Inc, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release The Whole Horse Place, Inc., its officers, directors, shareholders, employees and anyone else directly or indirectly connected with The Whole Horse Place, Inc., from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else.

I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally agreed to; and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

This Equine Activity Liability release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned to The Whole Horse Place, Inc., equine activity sponsors and/or equine activity professionals (in each case, the "sponsor") and to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner") and each agent, employee, heir, personal representative, successor, and assign of the sponsor and of each owner (who shall be included within the words "sponsor" or "owner" as their relationships may determine), and provides as follows:

The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all risks inherent in equine activities that may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property, including, but not limited to the horse, trailer, etc. These risks include, but are not limited to:

- (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall;
- (ii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions;
- (iii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent;
- (iv) the hazards such as rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith, that may be foreseeably or unforeseeably present;
- (v) the dangers and risks of tack or harness slipping or breaking for whatever reason;
- (vi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity;
- (vii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason;
- (viii) the dangers of being struck by an equine, by rider or by a hound;
- (ix) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and
- (x) all other risks associated with horseback riding, driving and related activities.