

# RAINBOWMEADOW FARM, LLC

## Childress Family, LLC

### DISCLAIMER AND HOLD HARMLESS AGREEMENT

**THIS IS A LEGAL AND BINDING DOCUMENT.**

**DO NOT SIGN IT UNLESS YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

Release and indemnification executed on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (PRINT NAME) to and for the benefit of CHILDRESS FAMILY, LLC, a Washington limited liability company dba RAINBOW MEADOW FARM, LLC, a Washington limited liability company (and its owners, members, managers, landlord, employees, volunteers, agents, and insurers: RELEASEES).

#### **SPONSOR, VENDOR PARTICIPANT, INDEPENDENT CONTRACTOR, AND VOLUNTEER COVENANTS**

In consideration of being permitted to enter the business premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others, which have given me permission to ride and participate in an equine activity (as such is defined in RCW 4.24.530), or being permitted to train, board a horse, drive, observe, work for, volunteer, or for any purposes participate in any way in such related activities, the undersigned, for himself or herself, and his or her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he or she has, or will immediately on entering or remaining on the business premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC, and/or the adjoining property of others, which have given me permission to ride and participate will continuously thereafter inspect the premises, and does further warrant that entry or remaining on the premises that he or she has inspected the premises and that he or she finds and accepts the same as being safe and reasonably suited for the purposes of intended use. The undersigned further agrees and warrants that if at any time he or she is in about the premises and he or she feels anything to be unsafe, he or she will immediately advise the proper officials and will immediately leave the premises. The undersigned agrees to reimburse CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC for all necessary repairs for damages caused by the undersigned to the premises, fixtures, or equipment of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC upon demand for the same. The undersigned will immediately leave the premises upon request to do so without reason or reimbursement.

#### **RELEASE AND COVENANT NOT TO SUE**

The undersigned hereby releases, waives, discharges and covenants not to sue CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC (and its members, managers, owners, landlord, employees, volunteers, agents and insurers: RELEASEES), all of whom for the purposes of this instrument are referred to as "releasees," from all liability or claims relating to the undersigned, and the undersigned's personal representatives, estate, assigns, heirs, and next of kin, for any and all loss of damage, and any claim or demands therefor on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in or upon the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others, which have given me permission to ride and/or participating, observing or for any purpose engaged in an equine activity thereof.

#### **INDEMNIFICATION**

The undersigned hereby agrees to indemnify and hold harmless the releasees and each of them from any loss, liability, damage, or cost they might incur due to the presence of the undersigned in or on the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or in any way participating, observing, or for any purpose engaged in an equine activity thereon and whether caused by the negligence of the releasees or otherwise.

**ASSUMPTION OF RISK**

The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees, or otherwise, while in or on the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or while participating, observing, or for any purpose engaged in an equine activity thereon. There are inherent risks associated with an equine activity, including, without limitation, unpredictability, bucking, biting, kicking, rearing, colliding, bumping, falling, and getting stepped on by an equine. At an equine facility there is also limited availability or unavailability of emergency medical care, negligence and/or deliberate act of another person.

**SCOPE OF RELEASE AND INDEMNITY**

The undersigned expressly acknowledges and agrees that any and all equine related activities are very dangerous and involve the risk and serious injury and/or death and/or property damage. The undersigned further expressly agrees that this instrument is intended to be as broad and inclusive as is permitted by the laws of Washington, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In particular, the undersigned acknowledges reading and understanding the states Equine Liability Act - RCW 4.24.540(1), which expressly limits the liability of the releasees and agrees to the application of such statute.

The undersigned has read and voluntarily signs this instrument, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made by the releasees relating to the subject matter thereof. This instrument shall be a continuing one and shall be in full force and effect applicable to subsequent participation of the undersigned in any equine activity relating to the releasees. In the event an attorney is engaged to enforce the terms of this Agreement, the attorney fees and costs of the releasees shall be paid by the undersigned to CHILDRESS FAMILY LLC, or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or observing, or for purpose of engaging in and equine activity thereon.

**ARBITRATION**

If both parties can not reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected. Both parties shall accept the decision of the Arbitration Committee.

I also agree that as a condition Rainbow Meadow Farm may use or assign photographs, videos, audios or other likenesses of me and/or my horse taken anytime I am on the property.

The undersigned waiving their rights receives non-monetary compensation, also known as consideration.

I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure my safety while engaging in such activities.

I have read and fully understand the contents of this release and have freely and voluntarily signed below in complete agreement.

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN IS REQUIRED.

DATE \_\_\_\_\_ EMAIL (optional) \_\_\_\_\_

SIGNED \_\_\_\_\_ PRINT NAME \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ CELL \_\_\_\_\_

**HELMETS REQUIRED**

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