

Please read this Liability Release and Hold Harmless Agreement in its entirety (both sides) and then sign.

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

Page 1 of 2

Contractual Relationship. The undersigned (The "Participant") desires to ride horses on property leased and operated by Flying Change Stables, LLC (the "Stables") for recreational purposes including but not limited to riding on trails, jumping, in a riding area, and over uneven terrain (the "Activities"). The Stables operates on the real property known as "Flying Change Stables" at 6835 Old Guide Road (the "Property"), owned by Aurand Enterprises, LLC (the "Property Owner"). Flying Change Stables agrees to allow Participant to participate in the Activities on the Property in consideration of: (i) entering into this Agreement; and (ii) acknowledgement that such participation is adequate consideration for the rights released herein and the obligation herein.

Acknowledgement of Risk. Participant understands and acknowledges: (a) Activities are physically demanding and are inherently dangerous activities; (b) that she/he should not participate in Activities unless she/he is medically able and properly trained; (c) that the Activities involve risks, known and unanticipated, which could result in physical or emotional injury, death, or damage to Participant, property, or third parties; (d) that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities; (e) that she/he is familiar with the risks involved; (f) that such **risks include, among other things, the following:**

- Falling, causing broken bones, severe injuries to the head, neck and back which may result in severe impairment or even death.
- Changes in terrain, snow surfaces, ice, bare spots, rocks, stumps, debris, fences, posts, trees, other persons, and other natural and man-made hazards.
- Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions.
- Risks associated with riding in areas that contain either natural or man-made objects, including but not limited to trees or rocks, which upon striking them may cause the horse to buck causing serious injury or even death.
- Participant's own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Stables or Property Owner.
- Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
- Attack or encounter with insects, reptiles, and/or animals.
- Your sense of balance, physical coordination and ability to follow instructions.

Furthermore, persons acting on behalf of Property Owner or Stables may act negligently. They may be ignorant or unaware of a person's abilities. They may misjudge weather, elements, or the terrain. They may give inadequate warnings or instruction.

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Page 2 of 2

Assumption of Risk and Waiver of Liability. Therefore, on behalf of myself and my heirs, assigns, and executors, Participant hereby:

- (a) Certifies that she/he has properly informed herself/himself of the risks of participating in the Activities, and waive any and all specific notice of the existence of those risks and any other hazards or conditions;
- (b) Certifies that she/he has insurance to cover injury or damages she/he may cause or suffer during participation in the Activities, or else she/he agrees to bear such costs.
- (c) Certifies that she/he has no condition, medical or otherwise, that could interfere with safety in this activity, or else she/he is willing to assume, and bear the cost of, all risks created by or related to such condition.
- (d) Elects to participate in the Activities in spite of the risks;
- (e) **Assumes all risks**, known and unanticipated, arising out of participation in the Activities;
- (f) **Assumes full and complete responsibility for any injury or loss** arising out of his participation in the Activities;
- (g) **RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS** the Property Owner or Stables from any and all liability, causes of action, claims, demands, costs or debts of any kind or nature, associated with or arising out of her/his participation in the Activities, whether such claims are based on negligence or otherwise and whether brought by her/him or by any third persons (collectively referred to as "Claims"); and
- (h) Agrees to **INDEMNIFY AND HOLD HARMLESS** the Property Owner or Stables and anybody acting on their behalf for any **attorney's fees and costs** that they should incur in an effort to enforce this agreement.

Participant agrees that the venue of any litigation regarding this Agreement shall be in Whatcom County, Washington, and that Washington State law shall govern the interpretation of this Agreement.

PARTICIPANT HAS READ, UNDERSTOOD, AND ACCEPTED THE CONDITIONS OF THIS LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Printed Name of Participant

Signature of Participant

Date

RELEASE AND INDEMNIFICATION BY PARENT OR GUARDIAN

Required If Participant Is Under Age 18

Participant is a minor and I am Participant's Parent or Guardian. In consideration of Participant being permitted by the Stables to participate in its activities, I agree to **RELEASE AND PROMISE TO INDEMNIFY AND HOLD HARMLESS** the Stables or Property Owner for any Claims ("Claims" is defined in (g) of the agreement above) I may have. Additionally, I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Stables and Property Owner for any and all Claims by Participant against the Stables and Property Owner.

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date