



**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER,
INDEMNIFICATION,
AND ASSUMPTION OF ALL RISK**

I, the undersigned participant(s), hereby agree to the provisions of this Equine Activity Liability Release, Indemnification and Assumption of All Risk Agreement ("Agreement") with Peninsula Junior Rodeo Association ("PJRA"), PJRA Board Members, PJRA Coaches and Volunteers, on behalf of myself and each and every minor participant for whom I am signing this Agreement (as named below), as follows:

1. **Compliance:** I/we agree to follow all instructions given or rules established by the PJRA or any of the PJRA Board Members, Coaches and/or other volunteers agents my/our use of any horse or of any equipment or gear provided by the PJRA.
2. **Acknowledgment of Risk:** I/we have full and complete notice and understanding of the many risks inherent in equine activities which may cause, contribute to, and/ or result in SERIOUS INJURY OR EVEN DEATH or damage to property ("Risks"), regardless of previous training and past performance of the horse including, but not limited to, the following:
 - a. Horses have a propensity to behave in dangerous ways;
 - b. It is not expected that anyone will be able to predict or foresee a horse's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, nor the effects of any such reactions;
 - c. Surface and subsurface conditions pose many potential hazards, both obvious and hidden;
 - d. There is always a risk that tack or harness may slip or break or that the horse or the participant may become entangled in tack, harness or vehicles used in an equine activity; and

- e. There is a risk of the participant falling from or otherwise becoming unstable on a horse or a vehicle used in an equine activity or for the horse to trip and/or fall down without warning.

3. **Acknowledgment of Statutory Governance:** I/we have full and complete notice and understanding that this Agreement and all equine activities provided by the PJRA are governed by the Washington State Legislature RCW 4.24.530 – 4.24.540 as it may now provide or be hereafter amended (“RCW”), which is hereby incorporated in this Agreement by reference; that all terms defined by the RCW shall have the same meaning herein; and that this Agreement shall be so construed as to provide to the PJRA, its board members, coaches, and volunteers the fullest protection of a release, waiver of right to sue and assumption of all risk which is afforded by the RCW.

4. **Waiver and Release:** I/we hereby RELEASE and WAIVE all rights which I/we may have or may hereafter have against the PJRA, its Board Members, Coaches and/or Volunteers for death, personal injury or property damage which is in any way associated with the Risks or otherwise covered under the RCW and further WAIVE any right to sue or to bring any action against the PJRA, its Board Members, Coaches and/or Volunteers in connection therewith including any negligent act or omission by either to the extent allowable by law and as outlined in this Agreement.

5. **Indemnification and Hold Harmless:** I/we hereby agree to INDEMNIFY and HOLD HARMLESS the PJRA, its Board Members, Coaches and/or Volunteers from and against any claim, suit, or action and agree to pay all damages including any attorney fees which may arise if any such claim, suit, or action is filed, lodged, or otherwise averred in any manner.

6. **Assumption of the Risks:** I/we hereby expressly acknowledge the dangers and risks associated with participating in the PJRA and expressly ASSUME ALL RISKS AND DANGERS of death, personal injury and/ or property damage which are in any way

associated with the risks and dangers in participating in the PJRA or otherwise covered under the statutory or common law.

7. **Consent to Medical Treatment**: I/we hereby authorize and consent to any emergency medical care which may be administered as a result of injury or sickness caused by or incurred in the course of any equine activity.

6. **Interpretation and Construction**: To the extent possible, this Agreement shall be construed equally against the parties and in such manner that will render each provision fully enforceable. If any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

7. **Acknowledgment of Parent or Guardian**: If this Agreement is executed for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he or she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns in any event, this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

8. **PJRA Parties**: Each and every right and benefit of the PJRA, its Board Members, Coaches and/or Volunteers hereunder shall also accrue to the benefit of each officer, agent, employee, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of the PJRA, its Board Members, Coaches and/or Volunteers including without limitation every waiver, release, indemnification and agreement to hold harmless.

9. **Dispute Resolution**: In the event of a dispute arising out of the participation in and with the PJRA, or arising from this Agreement, the parties agree to binding Arbitration governed under the laws of the state of Washington and the Superior Court Civil Arbitration Rules under the jurisdiction of Clallam County, Washington.

10. **Attorney Fees and Costs**: Subject to terms of this agreement, in the event of a dispute arising out of the participation in and/ or with the PJRA, or arising from this Agreement, the Parties agree that the prevailing party shall be awarded reasonable attorney fees and costs.

11. **Entire Agreement**: The parties agree that this agreement is the entire agreement that shall be interpreted equally against the parties regardless of the party who drafted this Agreement. Any modifications to this Agreement must be done in writing and signed by the parties to be bound.

12. **Electronic Execution and Counterparts**: This agreement can be signed electronically executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

I have fully read and fully understand the foregoing equine liability release, indemnification, waiver, or right to sue and assumption of all risks. I have had an opportunity to consult with my own advisors on all questions in connection therewith, and I have not relied upon the PJRA, its board members, coaches, and/or volunteers for any advice or explanation in connection therewith. I acknowledge that I have a copy and have a full and complete understanding of the Washington State Legislature Limitation on liability for equine activities. I understand that, by signing this document, I may be waiving and releasing certain important rights which I might have I have if I did not sign this agreement. I am signing this document freely, voluntarily, and without coercion. EACH MINOR PARTICIPANT FOR WHOM PARTICIPANT IS SIGNING ON BEHALF OF:

Name Child#1_____ **Name Child#2**_____

Name _____ **Child#3** _____ **Name** _____ **Child**
#4 _____

Health Insurance Name _____ **Policy/Group Number** _____

ADULT PARTICIPANT' S FULL NAME AND ADDRESS (Please Print):

Name: _____

Address: _____

Signature: _____

Date: _____