

WAIVER AND RELEASE FOR LESSONS IN WA & OR

Release executed on the _____ of _____ 20 ____ by _____
(the 'Releasor'), to Holly K. Williams (the 'Releasee') owner of Growing Green Farms, LLC in Lyle, Washington.

By signing below I am allowing myself to knowingly participate in Parelli Natural Horsemanship™ lessons or any other equine related activity scheduled for, and run and/or operated by the Releasee taking place anywhere in the states of WASHINGTON or OREGON, WAIVE, RELEASE and DISCHARGE the Releasee, her heirs, executors, administrators, legal representatives and assigns from all liability for or by reason of any damage, loss, or injury to person and property, even injury resulting in death of Releasor which has been or may be sustained in consequence of Releasor's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee.

§4.24.530 Washington state Revised Statute pertaining to equine activity and exemption from civil liability: an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, nor may he or she maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death while engaged in an equine activity. Liability is not limited by this statute where the equine professional knowingly provided faulty tack or equipment, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or otherwise is in lawful possession of the land or facilities upon which the participant sustained injuries because of a known, dangerous latent condition, or if he or she commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or intentionally injures the participant.

§30.687 Oregon Revised Statute pertaining to equine activity and exemption from civil liability:

For the purposes of ORS 30.687 to 30.697:

(1) "Equine" means a horse, pony, mule, donkey or hinny.

(2) "Equine activity" means:

(a) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games and hunting;

(b) Equine training, grooming, breeding and teaching activities;

(c) Boarding equines;

(d) Riding, inspecting or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine; and

(e) Rides, trips, hunts or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(3) "Equine activity sponsor" means an individual, group or club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, that sponsors, organizes or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs and arenas at which the activity is held.

(4) "Equine professional" means a person engaged for compensation:

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, training, driving, grooming or being a passenger upon the equine; or

(b) In renting equipment or tack to a participant.

(5) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity. "Participant" does not include a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, groom or ride as a passenger upon an equine.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand its contents, and that I am freely and voluntarily executing the same.

I am aware that by signing this agreement, I am waiving certain legal rights governed by the states of Washington and/or Oregon, which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasee.

Print Name

Releasor Signature (parent/guardian if minor)

date