

# Tashunka, LLC

## Equine Liability Agreement and Assumption of Risk

Participants  
& Parents  
Initials

Participant Name: \_\_\_\_\_ Age: \_\_\_\_ Birthdate: \_\_\_\_\_

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- A. **NATURE OF AGREEMENT.** In consideration of the services Tashunka LLC, its owners, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "Tashunka LLC"), I hereby agree to hire from Tashunka LLC a horse (donkey or mule), tack and equipment, and/or personnel for the purpose of recreational horseback riding, horse shows, gaming shows, trail rides, overnight trips, groom squad, pony rides, leasing, and/or horsemanship lessons. I further agree to release and discharge Tashunka LLC, on behalf of myself, my spouse, children, parents, heirs, assigns, personal representative and estate, from liability as set forth herein.
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- B. **AGREEMENT SCOPE AND DEFINITIONS.** This Horse Rental Liability Agreement and Acknowledgment of Risk Form ("Agreement") shall be legally binding on me, my spouse, children, parents, heirs, assigns, personal representative and estate. The term "HORSE" as used herein shall refer to all equine species. The term "HORSEBACK RIDING" as used herein shall refer to riding or otherwise handling horses, whether from the ground or mounted. The term "RIDER" as used herein refer to any person who rides a horse mounted, or who otherwise handles or comes near a horse from the ground. The terms "I", "ME" and "MY" as used herein shall refer to any person signing this Agreement.
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- C. **RISK CLASSIFICATION.** I understand horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL ACTIVITY, and there are numerous known and unknown inherent risks in this activity, despite all customary safety precautions. I understand such risks cannot be eliminated without jeopardizing the essential qualities of horseback riding. I acknowledge horseback riding, including instruction, could result in **serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties, and my own or others' property.** Such injuries can be severe, requiring more hospital days and resulting in more lasting residual effects, than injuries resulting from less dangerous activities.
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- D. **ACKNOWLEDGMENT OF RISKS.** I acknowledge the known and inherent risks of horseback riding include but not limited to the following: 1) weather conditions that may change quickly, including temperature, wind, rain and snow, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) trail conditions, including slippery and loose footing, water crossings, falling rocks, branches and timber, fences, and motorized/non-motorized traffic; 4) contact with plants, insects, reptiles, and wild/exotic/domestic animals; 5) improper and/or inadequate first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 6) my own physical condition and or omissions; 7) the consumption of tainted food or drink, including exposure to polluted or contaminated water; 8) my own and other riders' attempts to exceed riding skills and/or riding in a reckless manner; 9) injury to a horse or the failure of a horse to respond to a rider's commands; 10) my own failure or that of other riders to follow the safety guidelines and commands/instructions of Tashunka LLC guides, counselors or instructors; 11) improper use of equipment; 12) inadequate repair or maintenance of Tashunka LLC facilities and equipment; 13) manufacturing or other defects, both apparent and latent, in equipment supplied or used by Tashunka LLC; 14) vehicular or pedestrian accident while being transported or walking to or from Tashunka LLC staging areas; 15) error negligence on the part of Tashunka LLC and its instructors, guides, counselors, volunteers, and other employees, including insufficient instruction or assistance. Furthermore, Tashunka LLC guides, counselors and instructors have a difficult job to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on Tashunka LLC and its instructors, guides, counselors and other employees to list all possible risks for me.

\_\_\_ \_\_\_ E. **NATURE OF TASHUNKA LLC HORSES.** Although Tashunka LLC chooses its horses for their calm dispositions and sound basic training, no horse is completely safe. Horses are larger, more powerful, and faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3-1/2 to 5-1/2 feet, and the impact may result in injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which include, but are not limited to: 1) stopping short; 2) changing direction or speed at will; 3) shifting its weight; 4) bucking, rearing or kicking; 5) biting and; 6) running from danger. Due to the unpredictability of a horse's behavior, no warranty of any kind, express or implied, is made as to habits, disposition, suitability, nature, or physical condition of any horse.

\_\_\_ \_\_\_ F. **RIDER RESPONSIBILITY.** I understand that upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out instructions and to remain aboard the moving animal. I agree not to attempt to exceed my own riding skills or ride in a reckless manner. I understand each rider is primarily responsible for his/her own safety.

\_\_\_ \_\_\_ G. **CARRY-ON OBJECTS/SHARP NOISES.** I understand riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce or make sharp noises, thereby possibly scaring a horse. Such items include but are not limited to: 1) unsecured cameras; 2) hats not securely fastened under the chin; 3) toys; and 4) purses and handbags. I understand riders must not make sharp noises, such as screaming or yelling, which may scare a horse.

\_\_\_ \_\_\_ H. **CONDITIONS OF NATURE.** I understand that Tashunka LLC IS NOT responsible for acts, occurrences or elements of nature (either as a whole or in party) that can scare a horse, cause it or its rider to fall or react in an unsafe manner. Such acts, occurrences or elements of nature include, but are not limited to: 1) thunder and lightning; 2) wind and wind driven objects; 3) rain; 4) water; 5) wild/exotic/domestic animals, insects and reptiles which may walk, run or fly near, or may bite or sting a horse or rider; 6) uneven or unstable footing on outdoor trails or raw land that is subject to changes to weather, temperature, water, and natural and man-made changes in the landscape.

\_\_\_ \_\_\_ I. **SADDLE GIRTHS - NATURAL LOOSENING.** I understand saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices such loosening, he/she must alert the nearest instructor, counselor, or staff person as quickly as possible, so action may be taken to avoid slippage of the saddle and a potential fall from the horse.

\_\_\_ \_\_\_ J. **CONSENT TO MEDICAL TREATMENT.** I consent to any hospital care or medical or surgical diagnosis or treatment to be rendered to me as found advisable, for any injury that may arise from participation in activities with Tashunka LLC. I also understand and agree that I am solely responsible for all applicable charges for such medical treatment, evacuation, and rescue costs.

\_\_\_ \_\_\_ K. **PROTECTIVE HEADGEAR.** I understand that wearing headgear while mounting, riding, dismounting and otherwise being around horses may prevent or reduce the severity of some head injuries, and may even prevent death as a result of a fall or other occurrence.

\_\_\_ \_\_\_ Yes, I would like to wear protective headgear. (Required for anyone under the age of 18)

\_\_\_ \_\_\_ No, I decline to wear protective headgear.

\_\_\_ \_\_\_ L. **WAIVER OF CLAIMS.** I hereby assume all risk of damage to property or injury to persons in or about premises from any cause whatsoever, and I hereby waives all claims against Tashunka LLC for damages to goods, wares, and property in, upon or about the premises and for injury to myself, my guests, friends, relatives, acquaintances, and invitees in or about the premise from any cause. I also agree to make payment to Tashunka LLC for damage to premise incurred by myself, my guests, friends, relatives, acquaintances, and invitees.

\_\_\_ \_\_\_ M. **RISK OF LOSS.** Tashunka LLC shall not be liable for any sickness, disease, theft, death or injury which may be suffered by myself, my guests, friends, relatives, acquaintances and invitees incurred by water, electricity, snow, ice, hail, fire, building structure, building structure default, automatic or manual gates, wind, act of carelessness, negligence, vandalism or misjudgment, or any other act of God. In addition, I have read and understands the Statute Limiting Liability for Horse Activities in Washington.

\_\_\_ \_\_\_ N. **HOLD HARMLESS.** I hereby voluntarily release, forever discharge and agree to defend, indemnify and hold harmless Tashunka LLC, its members, managers and affiliates against and from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of Tashunka LLC's equipment or facilities, including any such claims which allege acts or omissions of Tashunka LLC arising (i) from myself, my guests, friends, relatives, acquaintances and invitees use of the or the conduct of its business, or (ii) from any activity, work,

or thing done, permitted or suffered by myself in or about the premises, or (iii) from any breach or default in the performance of any obligation on my part to be performed under the terms of this agreement, or (iv) arising from any act, neglect, fault or omission of myself, my guests, friends, relatives, acquaintances and invitees and (v) from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Tashunka LLC by reason of any such claim, I upon notice from Tashunka LLC shall defend the same at my expense by counsel reasonably satisfactory to Tashunka LLC. The obligation of myself under this Section "M" arising by reason of any occurrence taking place during the term of this Agreement shall survive the expiration or sooner termination of this Agreement. I expressly agree and promise to accept and assume all of the risks existing in horseback riding. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of participating in horseback riding.

O. **LEASED PROPERTY.** I understand and acknowledge that Tashunka LLC operates on land leased from Serentiy Ranch, and that as a condition of the lease, Tashunka LLC has agreed to obtain from any person entering onto the property under Tashunka LLC a complete release of all claims for personal injury, death or property damage against Serentiy Ranch and its owner(s) related to such entry onto the property. I hereby acknowledge that hidden dangers, unsafe conditions and dangerous structures exist on the property. I hereby accept all risk of personal injury, death or property damage from any cause whatsoever while I am on the property, including without limitation personal injury, death or property damage related to dangerous conditions and latent defects in the property and structures thereon. On behalf of myself, my spouse, children, parents, heirs, assigns, personal representative and estate, I hereby voluntarily waive, release, forever, discharge and agree to indemnify and hold harmless Serentiy Ranch and its owner(s) from any and all claims, demands, or causes of action which in any way are connected with my entry onto real property owned by Serentiy Ranch.

P. **LEGAL ACTIONS CONCERNING AGREEMENT.** Should Tashunka LLC or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington State law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this Agreement, and that any legal action resulting from my participation in this activity shall be brought only in King County and Washington State. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

**SIGNER STATEMENT OF AWARENESS**

By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Tashunka, LLC. on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(ALL custodial parent signatures must accompany a participant's signature if the participant is under the age of 18.)

**MINORS**

The undersigned declares that the undersigned is the parent or legal guardian of the minor named above. The undersigned has read the foregoing AGREEMENT and hereby agrees that all of the terms and conditions contained herein shall apply to such a minor and shall be binding upon the undersigned and the minor. If under 21, both parents/guardians must read the above and sign indicating their acceptance.

Parent/Guardian Signature: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_