



**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE STABLE; ITS OWNER, THERAPIST, EMPLOYEES, AND AGENTS.

I _____ on behalf of myself (and my minor/child) _____
Print first and last name Print Child's Name

I reside at _____ in _____, _____, _____.
Street address City State Zip

In consideration for allowing me (or my minor child) to handle and ride a horse during therapy, and on behalf of myself, my child, or our personal representatives, heirs, next of kin, spouses, and assigns, I HEREBY:

1. **Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, or push or shove a person.** Saddles or bridles may loosen or break—all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES** and involve risks that may cause serious injury and, in some cases, death because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. **Voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment, and gear provided to me by HEALING STEPS – EQUINE CENTERED THERAPY, hereinafter referred to as "Healing Steps."
4. **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** Healing Steps, doing business under its own name or any other name, and/or any of its owners, officers, volunteers, employees, and agents (hereinafter the "Releasees"), for any loss, liability, damages, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. **Release the Releasees from any claim** that such Releasees are or may be negligent in connection with my riding experience or ability, including but not limited to training or selecting horses; maintenance, care, fit, or adjustment of riding gear; instruction in riding skills; or leading and supervising participants.
6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the landowner and Healing Steps' therapists, volunteers, and agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith, or any acts or omissions of therapists or other employees or agents.
7. **The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of Washington** and is intended to be as broad and inclusive as permitted by Washington law (ride at your own risk), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Healing Steps, its owner, employees, agents, or volunteers for any injury or damage in breach of this contract, the undersigned will pay all attorneys' fees and costs incurred by Healing Steps in defending such an action.

I have read this entire Release of Liability document. I understand it is a promise not to sue and to release Healing Steps, its owner, employees, volunteers, and agents from all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition of the Releasees allowing me or my child to participate in any activity involving a horse. I have concluded that the risks involved and the release and waiver of liability are worth participation in therapy at Healing Steps.

Signature of Participant or Parent/Guardian if under 18

Date