

MIRROR RANCH, LLC

RELEASE OF LIABILITY & HOLD HARMLESS AGREEMENT (“AGREEMENT”)

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

RELEASED PARTIES: MIRROR RANCH, LLC, its member and governing person (Jodi Syverson), employees, agents, and volunteers; Jodi Syverson and Daniel Erbling (hereinafter “RANCH”)

INHERENT RISKS.

WHEREAS, the UNDERSIGNED acknowledges the inherent risks involved in equine activities, which risks include but are not limited to, bodily injury, illness, disability, death and/or property damage, and are described in greater detail below, as a result of being on or off of the property located at 8901 Deer Valley Rd, Newport, WA 99156 (the “Property”); hauling into the Property, equine boarding, riding any equine, receiving riding lessons or coaching, receiving or having an equine in training; hauling in, observing, using, grooming, petting, leading, tying, saddling, handling, or mounting an equine; using any tack or equipment, trail riding on or off the Property; as well as, feeding and watering, cleaning stalls, bathing, routine care including veterinary & farrier services, providing care generally, turnout and turn out/turn in of equines to/from pastures or paddocks including catching/haltering equines, transportation including loading/unloading, or otherwise being in close proximity of equines, including as a spectator, as well as other risks reasonably related to engaging in equine or non-equine related activities; and that both the equine and/or rider can be injured during even seemingly normal use, training, or competition;

OTHER RISKS INCLUDE, BUT ARE NOT LIMITED TO:

The propensity of equines to behave in ways, such as, running, bucking, kicking, biting, shying, spooking, rearing, striking, tripping or stumbling, falling or stepping on, as well as in other ways not listed herein that are generally characteristic of equines, with or without warning; the unpredictability of an equine’s reaction to such things as sounds, colors, sights, surprises, sudden movement and/or unfamiliar objects, other persons or other animals (whether domestic or wild); and reality that equines can encounter sickness or disease, astray, theft, damage, injury or death, especially during training. All of which may also result in an injury, harm, or death to persons and/or property damage;

Inherent risks for injury to a person(s) are not limited to, falls, fractures, concussions or any head injury, paralysis, disability, death, overexertion, fatigue, overheating; injuries due to a lack of physical fitness or conditioning, prior injuries, illness, or medical condition; the negligence of others; the potential for RANCH, a participant, a spectator, any guest including the Undersigned’s family, or any other third-party, to act in a contributorily negligent manner that may thereby contribute to the Undersigned’s injuries; exposure to a communicable disease, pathogen, illness, infection, plague, or other transmittable condition (including COVID-19); environmental factors not limited to the weather, terrain, any cliff or drop off, any body of water natural or man-made, forestry, or noxious/poisonous plants not limited to nettles or prickly plants; poisonous insects, spiders, reptiles, bees, or any other insect, animal or predator; fencing, electric fencing or barbed wire; arena equipment such as poles, cones, jumps, walls, barrels, mirrors, obstacles, or otherwise; increased risks associated with jumping, such as refusals, poor jump departures (jumping long or short), jumping solid or unforgiving obstacles, jump obstacle collisions, etc., and the impact weather may have on course and ground/footing conditions; slip and fall; traffic, cars or any other motorized vehicles, RANCH’S equipment, bikes or ATVs; roads, pathways, or trails; the potential that any person may fail to maintain control over their equine, may overstate or misrepresent their equine abilities, or otherwise fail to act within the participant’s ability; the potential for collisions between equines, people, other animals, property, or any combination thereof; injuries as a result of other animals (domestic or wild); injuries as a result of a dog or cat bite, scratch, or strike; any injury sustained as a result of equipment, tack, or tack/equipment failures; injuries as a result of the ground or arena footing; unknown latent property defects; new, undiscovered, or preexisting surface or subsurface conditions, or damages to the Property or its premises such as damage to stalls, barns, aisles, walls, riding areas or arenas, sheds, paddocks, pastures, fencing, walkways, any wooden structures, plumbing, wash racks, equipment, driveway(s), gardens or forestry, landscaping, barn equipment, or other miscellaneous objects such as poorly placed tools, equine blankets or tack whether or not the personal property of the Undersigned; any consequences due to limited availability of emergency medical care; or increased injury as a result of the failure to wear protective gear, or use of improperly fitted or compromised protective gear not limited to an ASTM-standard/SEI-certified equestrian riding helmet or vest; and

Inherent risks of property damage not limited to, any lost, stolen, or damaged personal property of the Undersigned not limited to, electronics, clothing or footwear, tack or equipment, the equine’s personal effects; vehicles, RV’s, or horse trailers including the contents thereof; or damage to property due to exposure to weather or other natural elements.

HOLD HARMLESS RELEASE OF LIABILITY.

WHEREAS, by signing below the UNDERSIGNED, acknowledges s/he has read and understands the foregoing “Inherent Risks” and does hereby knowingly and voluntarily release RANCH as defined herein, from any liability or responsibility for accident, damage, injury, disability, death, or illness to the Undersigned or the Undersigned’s minor child, or any equine owned by or in the custody and control of the Undersigned, or to any family member, guest, or spectator accompanying the Undersigned, including any of the Undersigned’s minor children, while at any location on or off of the Property or premises of RANCH; and that except in the event of RANCH’S gross negligence or willful conduct, the Undersigned agrees to not bring any claims, demands, actions or causes of action, and/or litigation, against RANCH for any economic or non-economic losses due to bodily injury, illness, disability, death, and/or property damage sustained by the Undersigned and/or the Undersigned’s minor child or legal ward in relation to the premises and operations of RANCH, including while spectating or engaging in the equine and non-equine related activities described herein, being near equines owned by or in the care, custody and control of RANCH or third-parties, or otherwise engaging in equine related activities.

INDEMNIFICATION.

IN CONSIDERATION, therefore, for the privilege of spectating or engaging in the equine or non-equine related activities described herein, and/or otherwise being near equines owned by or in the care, custody and control of RANCH or third-parties, as afforded by RANCH, at any location on or off of the Property, today and on all future dates, the Undersigned does hereby agree to defend and indemnify RANCH as defined herein from any third-party claims, and agrees to pay all associated legal fees and costs incurred by RANCH’S defense, arising out of or related to the acts or omissions of the Undersigned, or the Undersigned’s minor child, and anyone accompanying the Undersigned.

ASSUMPTION OF RISK.

By signing below, the Undersigned, completely understanding and acknowledging the inherent risks and dangers associated with the equine and non-equine related activities described herein, and/or otherwise being near equines owned by or in the care, custody and control of RANCH or third-parties or otherwise engaging in equine related activities, and also having had an opportunity and sufficient time to fully inspect the Property including sufficient opportunity to know of and appreciate specific risks of the Property—including but not limited to *barbed wire fencing on the neighboring property and the back 10 acres which incline to Sand Butte with unpredictable terrain that is further impacted by seasonal weather conditions*—does hereby voluntarily, knowingly, and expressly assume all associated risks and hazards of the equine and non-equine related activities described herein, the land, spectating, or from engaging in any equine activity or non-equine activity.

See page one under “Inherent Risks” for a non-exhaustive but more thorough description of associated dangers and risks.

NOTICE OF NON-AGENCY.

By signing below, I, the Undersigned, understand that the relationship between RANCH and any Trainer other than RANCH is an independent contractor and lessee rather than employee-employer, joint venture, partnership, or any other type of business relationship and that the Trainer is not acting as an agent of RANCH. I further understand that any Trainer’s business activities and equine training are independent of RANCH, and are neither owned or operated by RANCH and RANCH is not responsible for, nor does RANCH have a right to control, the operation of the Trainer’s business activities, equine training, and day-to-day conduct. I, the Undersigned, understand and agree on behalf of myself, my minor children, my heirs and my estate, that in the event of an injury or death during the Trainer’s activities, neither I nor my estate shall seek to hold RANCH liable for the actions, inactions, or negligence of the Trainer and/or the Trainer’s assistants, employees, contractors, or volunteers.

MEDICAL RELEASE.

By signing below, the Undersigned hereby authorizes RANCH to seek emergency medical care or transportation if in RANCH’S discretion emergency medical care is necessary for the Undersigned, a minor participant, or an accompanying spouse or relative, and the Undersigned is unable to convey permission for such care at all or in a timely manner. The Undersigned agrees to accept full financial responsibility for all medical treatment and associated transportation.

USE OF MY LIKENESS AND RELEASE.

By signing below, I hereby give RANCH permission to use my photographic likeness and/or a photographic likeness of my property, including my equine(s), in display, the internet or RANCH’S website, advertisements, marketing, promotional or educational publications, and in any other media including social media or email. I hereby grant permission to RANCH to use, reproduce, distribute and/or publicize my photographic likeness and/or likeness of my property, including my equine(s). Publication, use, and distribution of these photographic likenesses may be by any means and without limit. Publication or use may occur in any media form, including the internet, email, website or web pages, social media, newspapers, magazines, television, brochures, pamphlets, instructional material, books, and educational material.

PROTECTIVE RIDING GEAR / MISCELLANEOUS.

By signing below, the Undersigned further voluntarily, knowingly and expressly agrees to hold harmless and indemnify RANCH of any and all risks from failing to wear protective gear or improperly fitting or compromised gear including but not limited to an ASTM-standard/SEI-certified equestrian riding helmet (which RANCH will not provide and for which RANCH will not monitor compliance), failing to thoroughly read and abide by all RANCH rules or procedures (whether or not posted or in effect at the time of this Agreement), and/or the Undersigned's failure to fairly and accurately represent and warrant his or her equine abilities and experience, or the equine's training or experience.

Severability: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Governing Law; Attorney Fees: The Undersigned agrees that this Agreement shall be subject to the laws of the State of Washington and that any dispute arising from this Agreement shall be subject to the exclusive jurisdiction and venue in the Superior Court of the State of Washington in and for the County of PEND OREILLE. The prevailing party shall be entitled to reasonable attorney's fees and costs.

Facsimile and Electronic Signatures Authorized: The Parties to this Agreement may complete and sign this Agreement electronically and such copies will be treated as original for purposes of enforcing the terms of this Agreement.

WARNING: Under Washington Law (Chapter 4.24, Revised Code of Washington), an "Equine Activity Sponsor" or "Equine Professional" is not liable for an injury to or the death of a participant engaging in an "Equine Activity" resulting from the inherent risks of Equine Activities.

I AM OVER THE AGE OF 18, AND I HAVE READ THIS ENTIRE DOCUMENT THOROUGHLY AND UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS, TODAY AND AT ALL TIMES IN THE FUTURE.

(Signature of Owner / Participant / Spectator)

(Print Name)

Dated: _____

[IF PARTICIPANT IS UNDER THE AGE OF 18]:

I hereby certify that I am the parent or legal guardian of the child participant indicated below. By signing this document, I certify I have read the document thoroughly and agree to be bound by its terms.

(Signature of Parent/Legal Guardian)

(Check One: ☐ Parent or ☐ Legal Guardian)

Print Name: _____

Dated: _____

Child's Name: _____

Child's Age: _____ Child's DOB: _____

OWNER / PARTICIPANT / SPECTATOR
CONTACT INFORMATION:

Address: _____

City: _____ State: _____ Zip: _____

Mobile Telephone: _____

Work Telephone: _____

Other: _____

Email: _____

Emergency Contact:

Name(s): _____

Phone Number(s): _____

Relation to you: _____

APPROVED BY:

By: _____ Dated: _____
JODI SYVERSON, as a Member & Governing Person of Mirror Ranch, LLC