

BAINBRIDGE ISLAND SADDLE CLUB
MEMBER WAIVER AND RELEASE OF LIABILITY

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES FROM BAINBRIDGE ISLAND SADDLE CLUB (BISC)

In consideration for riding any horse or pony on premises owned by BISC, Member, on behalf of him/herself, his/her spouse, children, personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY:

1. Acknowledges that a pony or horse may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and saddles or bridles may loosen or break – all of which may cause the rider to fall to the ground or to be jolted, resulting in serious injury or death.
2. ACKNOWLEDGES THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses and ponies, regardless of the extent of their training and past performance.
3. Voluntarily assumes, on behalf of his/herself, his/her spouse and children, all of the risk and danger of injury or death inherent in the handling or riding of any horse or pony, and use of any equipment, gear and/or facilities provided by BISC.
4. Releases, discharges and promises not to sue BISC for any loss, damage, injury (including death) or cost to his/her person and the persons of his/her spouse and children, or property arising out of riding or handling of any horse or pony, or use of any equipment, gear or facilities provided by BISC.
5. Indemnifies and saves and holds harmless BISC from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either Member's, spouse's or children's handling or riding of any horse or pony, and/or use of any equipment, gear or facilities provided by BISC.
6. Expressly agrees that the foregoing release and 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 is permitted by Washington law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I HAVE READ THIS AGREEMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE BISC FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION OF RIDING EACH PONY AND/OR HORSE AT BISC, AND I HAVE A LEGAL AUTHORITY TO SIGN THIS RELEASE AND WAIVER ON BEHALF OF THE MEMBER LISTED BELOW IF THE MEMBER IS UNDER THE AGE OF 18. I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Date: _____

Member Name (printed): _____ Signature: _____

Parent/Guardian Name (printed): _____ Signature: _____
(Required for members under 18 years of age)

Mailing Address: _____

Phone: _____ Email: _____