

Kellenbrook Farms LLC

Waiver and Release, covenant not to sue, and Hold Harmless agreement

Note: This document must be signed by everyone who wishes to be on premises of Kellenbrook Farms LLC, not just riders. This is a two-page document: Read both pages

For myself individually and for each minor child of which I am parent or legal guardian,

(NAME OF MINOR AND PARENT/ LEGAL GUARDIAN OR INDIVIDUAL) and for our heirs, personal representatives and assigns, to induce Kellenbrook Farms LLC, Robert and Debora Irving, Kelly and Steve Burris, and Brook and Andrew Martz hereinafter referred to as "the Farm" to allow me to use its facilities, I (we) make the following statements and legally binding promises:

1. Inspection of the premises: I have inspected or will inspect the premises of Kellenbrook Farms LLC to familiarize myself with any physical features that might be hazards. I will use care in all that I do on the premises. If I ride, I will immediately tell someone from the Farm if I feel that I am on a horse that I cannot safely control, or if I see someone else in the situation, I will inspect my tack each time I ride prior to mounting in order to ensure it is in a safe condition.

2. Assumption of risk: I know that there are many RISKS that I am running by riding, handling horses and being around a Farm. I ASSUME THOSE RISKS. I WAIVE ANY RIGHT I MAY HAVE, now or in the future, to make any claim against the Farm, defined as:

Robert and Debora Irving, Brook and Andrew Martz, and Kelly and Steve Burris, dba Kellenbrook Farms LLC, its owners, employees, agents, insurers, heirs, personal representatives, assigns, and successors in interest by reason of any accident or injury or death or loss or damage. I RELEASE THE FARM FROM ALL CLAIMS, DEMANDS, ACTIONS OR INJURIES that may arise from my (or my children's) Presence or participation. THIS INCLUDES INJURIES ETC.

CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE FARM.
This Release also covers property damage or loss, for example, to my horse or tack or car, whether by theft, fire, disappearance, injury, Disease or any other cause.

Initial

Initial (Legal Guardian)

3. Promise not to sue: Whatever may happen, including someone bringing a claim against me, or my insurance company seeking to recover money paid on my behalf, I PROMISE NOT TO SUE THE FARM AND NOT BRING ANY COUNTERCLAIMS OR THIRD PARTY CLAIMS AGAINST THE FARM. I understand that, if I should change my mind later and sue, the Court will be asked to dismiss the lawsuit because of this release and promise. I intend to be bound by this. If I breach this promise, I authorize the Court to award the Farm all of its legal fees and expenses incurred in defending against my claim.

4. Hold-harmless Agreement: I PROMISE TO DEFEND AND HOLD HARMLESS THE FARM FROM ANY CLAIM, DEMAND OR SUIT BY ANY THIRD PARTY (ANYONE) ARISING OUT OF MY (OR MY CHILD'S OR HORSE'S) PRESENCE OR PARTICIPATION. This means that I will pay for the Farms' legal fees to defend itself from any such lawsuit, and will pay any settlement or judgment, and if I fail to pay and the Farm pays, then I will indemnify the Farm for its losses and defense costs.

I AM GIVING UP CERTAIN LEGAL RIGHTS IN THIS DOCUMENT. I DO SO VOLUNTARILY, BECAUSE I UNDERSTAND THAT THIS IS AN ABSOLUTE REQUIREMENT FOR ME AND/OR MY CHILDREN TO USE THIS FACILITIES AND SERVICES OF THE FARM.

This is a two-page document. I have read both pages.
Signed Date in Gig Harbor, Washington.

Signature

Printed Name

Address

Telephone

Email

For Minors Only:

Parent/ Legal Guardian Signature

Print Parent/ Legal Guardian Name

Emergency Contact and phone

Received By:

Brook Martz and Kelly Burris,
Kellenbrook Farms LLC