

- ___ ___ H. **CONDITIONS OF NATURE.** I understand that Tashunka LLC IS NOT responsible for acts, occurrences or elements of nature (either in 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/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 have been offered protective headgear by Tashunka LLC, and understand that wearing such 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. I understand that Tashunka LLC's protective headgear may not be a perfect fit for each rider's head, and that once provided, I will be responsible for securing such headgear at all times.
 ___ Yes, I would like to wear protective headgear. (Required for anyone under the age of 18)
 ___ No, I decline to wear protective headgear.
- ___ ___ L. **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.
- ___ ___ M. **LIABILITY AGREEMENT CONDITIONS OF PARTICIPATION.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Tashunka LLC 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. 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.
- ___ ___ N. **LEASED PROPERTY.** I understand and acknowledge that Tashunka LLC operates on land leased from Equestrian Properties LLC, 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 Equestrian Properties LLC 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 Equestrian Properties LLC 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 Equestrian Properties LLC.

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: _____
 (Custodial mother AND father signatures must accompany a participant's signature if the participant is under the age of 18.)

Signature of Custodial Mother: _____ Print Name: _____ Date: _____

Signature of Custodial Father: _____ Print Name: _____ Date: _____

Medical Insurance Company: _____ Policy Number: _____