

RIDER'S LIABILITY RELEASE FORM

Caribou Creek Corral LLC.

8190 Secret Canyon Rd.

Ellensburg, WA. 98926

Name: _____ Age _____

Parent/Guardian Name (if above is under 18) _____

Address: _____ City _____ State _____ Zip _____

Phone Home: _____ Work _____ E-mail _____

Emergency Contact: _____ Emergency Phone: _____

ACKNOWLEDGMENT OF RISKS & ACCEPTANCE OF RESPONSIBILITY/EMERGENCY AUTHORIZATION

I recognize that there is a significant element of risk in horseback riding and any outdoor activity including serious bodily injury. I acknowledge and assume all risks associated with any and all equine and other activities engaged in, and in connection therewith, promise, agree and warrant to release, hold harmless, protect, indemnify, and forever discharge Caribou Creek Corral, LLC, from any and all causes of action, claims and demands of any nature for any and all loss, damage, or injuries sustained by participant, participant's family members, including children, or any other of participant's guests and invitees, including children, or their equipment or animals, incurred at any time during activities on the property. Participant(s) further promises and agrees never to institute any claim, suit or action at law against Caribou Creek Corral, LLC, which may arise as a result of the use of the property and activities engaged in on the property. Participant(s) shall indemnify and hold harmless Caribou Creek Corral LLC from any and all claims for bodily injury, death, or property damage or other losses, claims, causes of action, attorney fees, or other costs which may result or arise, in any manner, from the use of the property and the activities engaged in on the property, including but not limited to Equine Activities. In the event a minor, whether it be participant, participant's children or other individuals using the property with participant(s) hereinafter referred to as "minor"), is injured and/killed and /or suffers loss of property while engaging in activities on the property, participant(s) specifically agrees to indemnify and hold harmless injury, death, or property damages or other losses, claims, causes of action, or other costs resulting or arising in any manner or way from said minor's participation in or attendance at any such activities on the property. To the extent necessary to indemnify and hold harmless Caribou Creek Corral LLC in the event of injury or death as a result of a minor, participant specifically agrees to waive any applicable statute of limitation. Visitor's obligation to indemnify Caribou Creek Corral LLC includes, but is not limited to, paying for counsel of Caribou Creek Corral LLC choosing to defend against any claim arising out of participants or said minor's use of the property. In the event it is necessary to refer this Agreement to an attorney, the prevailing party in such action shall be entitled to its costs and reasonable attorney fees. Venue of any action involving this Agreement shall be in Kittitas County, Washington. Knowing the inherent risks, dangers and rigors involved in the Caribou Creek Corral LLC. activities, I certify that I and any minor children of mine are fully capable of participation in all activities.

I assume full responsibility for myself and my minor children for bodily injury, death, loss of personal property and expenses thereof, as a result of my negligence or the negligence of my children.

I further understand the concessionaire reserves the right to refuse any person it judges to be incapable if meeting the rigors and requirements of participation in the Caribou Creek Corral LLC. activities.

I have read, understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon us during the entire period of participation in the activities.

I agree to **RELEASE, HOLD HARMLESS and INDEMNIFY** Caribou Creek Corral LLC. and its/their employees, agents, contractors, officers or owners from all claims including negligence, which arise out of participation in or travel to and from

Caribou Creek Corral LLC. This release is binding as to any other persons, including family members, heirs and executors. This release does not apply to gross negligence or intentional acts.

If I am signing on behalf of a minor, I recognize that I may not release any claims the minor may have. However, I accept full responsibility for medical expenses incurred as a result of the minor's participation in or travel to and from Caribou Creek Corral LLC. I also agree to **HOLD HARMLESS AND INDEMNIFY** Caribou Creek Corral LLC for any claims brought by the minor.

I hereby give permission to the medical personnel selected by the camp personnel to order X-rays, routine tests and treatment for my minor children and myself and in the event I cannot be reached in an emergency, I hereby give permission to the physician selected by the camp personnel to hospitalize, secure proper treatment for and to order injection and /or anesthesia and /or surgery for my minor children or myself as named above.

SIGNATURE OF PARTICIPANT/PARENT OR GUARDIAN

DATE

WARNING NO PERSON MAY RIDE UNLESS THEY:

1. Have permission of the management, abide by the management's rules and have signed the Release and Waiver.
2. Are wearing adequate protective headgear or have signed a headgear waiver and are wearing boots and or shoes with a heel.
3. Maintain control of their horse and ride within their ability.
4. Have had all their tack and equipment properly inspected and in safe operational condition.
5. Have fairly and accurately made known their riding ability and experience to the activity sponsor or professional.

FOR RECOMMENDATION AND WAIVER USE OF ASTM/SEI APPROVED PROTECTIVE HEADGEAR

Caribou Creek Corral LLC recommends the use of a properly fitting ASTM/SEI approved equestrian helmet for all individuals participating in horseback riding activities. Protective helmets are REQUIRED for all minors. Caribou Creek Corral LLC. will provide ASTM/SEI approved helmets. If you choose to ride without helmet or substitute another helmet for the ASTM/SEI approved equestrian helmet you must sign this release form below. NO minor children may ride without a helmet.

I understand the additional safety an ASTM/SEI approved equestrian riding helmet provides. I understand that riding without an appropriate helmet increases the risk of injury in the event of an accident. I choose for myself to ride without and ASTM/SEI approved riding helmet and I assume full responsibility for this decision.

I have read, understand and agree to be bound by the stipulations stated in the warning.

SIGNATURE of PARTICIPANT/PARENT or GUARDIAN

Date

WARNING
NO PERSON MAY RIDE UNLESS THEY:

1. Have permission of the management, abide by the management's rules and have signed the Release and Waiver.
2. Are wearing adequate protective headgear or have signed a headgear waiver and are wearing boots and or shoes with a heel.
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5. Have fairly and accurately made known their riding ability and experience to the activity sponsor or professional.

WARNING TO PARTICIPANTS

Participation in this riding activity will expose the participant to risks inherent in the riding activity. Except in certain limited circumstances, any rider or other participant in a riding activity who is injured may not hold the owner or management responsible for this or her injuries.

Revised code of Washington 4.24

I have read, understood and agree to be bound by the above stipulations.

Parent or Guardian Signature _____ **Date** _____

Participant Signature of Caribou Creek Corral LLC.

_____ **Date** _____

Photo Release Form

I hereby grant Caribou Creek Corral permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Caribou Creek Corral and will not be returned.

I hereby irrevocably authorize Caribou Creek Corral to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the Caribou Creek Corral's programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Caribou Creek Corral from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

(Signature)

(Date)

(Printed Name)

(Date)

If the person signing is under age 21, there must be consent by a parent or guardian, as follows: I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature)

(Date)

(Parent/Guardian's Printed Name)