

# COUGAR MOUNTAIN STABLES

## Horseback Riding Release of Liability and User Indemnity Agreement

Please initial each paragraph in the "I agree" box after reading and agreeing to each paragraph and sign this form before using this facility in any manner.

- I, \_\_\_\_\_ hereby acknowledge that I and/or my family have voluntarily registered to participate in an activity of horseback riding with **COUGAR MOUNTAIN STABLES DBA at 15019 SE May Valley Rd. Renton, WA. 98059.**  
(I agree) \_\_\_\_\_ X.
- I fully understand that the activity of horseback riding, or even being near a horse, involves numerous dangers and risks of injury to me and/or my family. I acknowledge that the assumption of all the risks involved is my responsibility, and I completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries caused by me and/or my families participation in the general activity of horseback riding.  
(I agree) \_\_\_\_\_ X.
- I fully understand that an animal (horse) irrespective of its training and usual past behavior and characteristics, may act or react unpredictably based on instinct or fright. That even the most gentle horse, when provoked or frightened, may rear, bite, buck, kick, run away or otherwise act in an unpredictable and dangerous manner. Having understood these dangers, I fully assume all of the risks involved and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from the general activity of horseback riding.  
(I agree) \_\_\_\_\_ X.
- I fully understand that any horse can be dangerous; that there are dangers from even being near a horse since a horse may kick, bite, stumble, step on or fall on me, and therefore cause injury to me. I fully assume any and all of these risks of injury and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from horses.  
(I agree) \_\_\_\_\_ X.
- I fully understand that riding on any type of terrain can be dangerous to me and my horse and that this danger increases when riding a horse fast, such as at a canter (lope) or at a gallop. Under these conditions, or even while riding at a slower pace, my horse may stumble, be thrown off balance, get caught in a hole or rut, fall, or otherwise be dangerous to me. I also fully understand that I may, at any time, lose control of and/or fall off my horse, or have a collision or wreck. I fully assume the responsibility for all of these dangers and risks, and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from the dangers and risks as stated above.  
(I agree) \_\_\_\_\_ X.
- I fully understand that "Acts of God" can occur while on the trail(s), roads, easement roads, logging roads, driveways, other private lands, or on the premises, including but not limited to falling trees and/or pine cones, falling rocks, earthquakes, flash floods, washouts, wind, rain, lightning, thunder, snow, cold, heat, poisonous plants, wild and domestic animals, bees and other stinging or biting insects. I also fully understand that I may encounter variations in terrain and obstacles that are my responsibility to handle and I assume these risks including all water (rivers, streams, etc.), bridges, traveled roads, vehicles, bicycles, hunters, discharging firearms and other loud noises, forest and logging machinery, felled and downed trees, motorcycles, off-road vehicles, forest growth, debris, rocks and cliffs and all other obstacles, whether they are obvious or not obvious, man made or natural. I fully assume the responsibility for all of these dangers and risks, and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from the dangers and risks as stated above.  
(I agree) \_\_\_\_\_ X.
- I fully understand that the equipment worn by my horse such as the saddle, bridle, reins, halter, lead line, breast collar, stirrups, cinch, pads, etc. no matter how well cared for and maintained, can, under a variety of conditions break or slip. I fully assume the responsibility of all the dangers and risks associated with horse equipment and gear failure and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from the dangers and risks as stated above.  
(I agree) \_\_\_\_\_ X.
- I fully understand that animals (horses) and conditions are unpredictable and that the risk of injury or death is inherent to the activity of horseback riding and/or being around horses. I fully assume the responsibility for the risk of injury or death caused by my and/or my families contact with horses and horseback riding. I completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries or death to me and/or my family from my/our contact with horses and/or horseback riding.  
(I agree) \_\_\_\_\_ X.
- I fully understand that horse facilities, such as **Cougar Mountain Stables**, can be inherently dangerous places, including but not limited to being in contact with animals, horse stalls, stall doors, hallways, arenas, arena footing, unseen holes in arena, arena fences, cross ties, protruding items, sharp items, rusty items, dropped horse shoes and nails, hay lofts, water, soil, animal waste, electric fences, barbed wire, gates, pastures, farm vehicles, oil, gasoline, other fuels and solvents, wet and slick surfaces and walkways, etc. I have inspected to my full satisfaction the riding facility prior to using it and agree that it is in satisfactory condition for my use. I fully assume the responsibility of all the dangers and risks associated with horse facilities and completely release **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and its agents from all liability for any and all injuries to me and/or my family from the dangers and risks as stated above.  
(I agree) \_\_\_\_\_ X.
- As lawful consideration is being permitted by **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** for me and/or my family to participate in the general activity of horseback riding and all its associated activities, I do hereby release from any legal liability, and do agree not to sue, claim against, attach the property of or prosecute and I agree to defend, indemnify and hold harmless **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** and/or ANY PRIVATE LANDOWNERS, Pope Resources, the United States Forest Service, the National Park Service, the Bureau of Land Management, and other federal agencies as well as any state or city government agency whose land any activity may be conducted on, and all of their officers, members, affiliated organizations, agents and employees for any injury or death caused by or resulting from my and/or my families participation in the activity of horseback riding and its related activities, whether or not such injury or death was caused by their negligence or from any other cause.  
(I agree) \_\_\_\_\_ X.
- This agreement shall be legally binding upon me, my family, my heirs, my estate, assigns, legal guardians, and my personal representatives.  
(I agree) \_\_\_\_\_ X.
- I have carefully read, agreed to, and signed the separate **PRIVATE PROPERTY USE RELEASE FORM** and fully understand its contents. I understand that I am not to use the trails, roads, driveways, or other areas until I have agreed to and signed said form. Additionally I understand that **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** are not liable for any injury, property damage, or death caused by or resulting from my and/or my families participation in the activity of horseback riding whether such injury, property damage, or death occurred on Cougar Mountain Stables, the trails, roads, driveways, or any other public or private property.  
(I agree) \_\_\_\_\_ X.
- I have carefully read this agreement and fully understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have, and I enter into this release of liability and user indemnity agreement in behalf of myself and/or my family of my own free will.  
(I agree) \_\_\_\_\_ X.
- This release of liability; Do not sign or initial the release if you do not understand or agree with its terms.
- SEVERABILITY.** If any portion of this Lease 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 Lease 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.
- All participants are advised to wear a hard hat and shoes with heels when riding.
- Participants under 18 years of age require the signature of a parent or guardian and are **REQUIRED to wear a hard hat and shoes with heels.**
- Medical Release. In the event of injury to person, whether horse owner, family or guest of owner, which requires immediate attention, **Rebecca Heffel, Ryan Reith, and Harold Gambini, Cougar Mountain Stables** or its agents or its employees, is hereby authorized to immediately arrange for medical care and authorized to administer first aid until medical care arrives.  
(I agree) \_\_\_\_\_ X.

The undersigned have read the foregoing agreement and will comply with the stated conditions.

Signature of Adult Participant, Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Minor Participant(s): \_\_\_\_\_ Birth dates of Minor Participant(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**HUMAN EMERGENCY CONTACT NUMBER:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Emergency contact Name: \_\_\_\_\_ Relation: \_\_\_\_\_

Doctor: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Medical Insurance Carrier: \_\_\_\_\_