

Hart Ranch Stables

151 Ray Symmonds Road, Yakima Washington 98901

Sue Hart (509) 952-8792, Will Hart (509) 307-3119, Jamie Hart (509) 961-0394, Jon Hart (509) 728-8809

GENERAL WAIVER OF LIABILITY

In exchange for participation in the activity of Horse Riding, Grooming, Boarding, Lessons, Training, organized by White Birch Stables, LLC, (heretofore referred to as Hart Ranch Stables) of 151 Ray Symmonds Road, Yakima Washington 98901 and/or use of the property, facilities and services of Hart Ranch Stables, I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further to follow any oral instructions or directions given by Hart Ranch Stables, or the employees, representatives or agents of said entity.
2. **ASSUMPTIONS OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Hart Ranch Stables for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Hart Ranch Stables, whether caused by the fault of myself, my family, Hart Ranch Stables or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend Hart Ranch Stables against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Hart Ranch Stables.
4. **FEES.** I agree to pay for all damages to the facilities of Hart Ranch Stables caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** By my signature below, I consent to the participation of myself and my family in the activity of horse riding, boarding, lessons, training and use of all related facilities and equipment, and agree on behalf of the minor(s) listed below, to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over, and custody of minor(s) listed below.
6. **MEDICAL AUTHORIZATION.** In the event of an injury to myself or the minor(s) listed below during the above described activities, I give my permission to Hart Ranch Stables, or to the employees, representatives, or agents of Hart Ranch Stables to arrange for all necessary medical treatment for which I shall be financially responsible.
7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Washington law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given reasonable opportunity to review it before signing.

CoVid-19 Release of Liability

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing, using masks and practicing hand hygiene.

I further acknowledge that Hart Ranch cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Hart Ranch staff, and other customers and their families.

I voluntarily seek services and activities provided by Hart Ranch and acknowledge that I am increasing my risk of exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while being present at Hart Ranch.

I attest that:

- * I am not experiencing any symptom of illness that cannot be attributed to previous health condition or new exercise such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- * I have not traveled internationally within the last 14 days.
- * I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- * I do not believe I have been exposed to someone with a suspected or confirmed case of the Coronavirus/COVID-19.
- * I have not been diagnosed with Coronavirus/Covid-19 OR if I have, I have been cleared as non-contagious by state or local public health authorities and have completed the recommended quarantine measures.
- * I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Hart Ranch harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services or activities at Hart Ranch.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Printed Name

Signature

Date*

Mailing Address

Phone Number

Minors included in this waiver, please print full name(s) and D.O.B.

Signature of Hart Ranch Stables Representative

Date

*This waiver expires one year from date of customer signature.