

## Horse Instruction & Training Agreement

This agreement is made between TAMR, LLC d.b.a. Keev Farm (“Keev Farm”) and \_\_\_\_\_ (referred to herein as “Customer”). Customer and Keev Farm are sometimes referred to in this document as a “Party” or collectively as “the Parties.” This written is agreement is referred to herein as “the Agreement.”

Whereas, Customer would like to receive from Keev Farm certain training and instruction related to riding horses and Keev Farm wishes to provide that instruction and training to Customer.

Whereas, Customer and Keev Farm acknowledge that riding horseback, whether within an arena or outside, and particularly jumping with horses and engaged in other maneuvers on horseback, comes with danger and requires caution.

Whereas, as a condition to providing horse related services to Customer, Keev Farm requires Customer to recognize the inherent risks in riding horses and receiving training and instruction related to horse.

Whereas, to receive horse training and instruction from Keev Farm, Customer desires to release Keev Farm and hold Keev Farm harmless from any claims of any type.

Now, therefore, in consideration of the promises and set forth below in this Agreement, the Parties hereby agree and promise as follows:

1. Fee. The Parties may agree separately, in writing or orally, regarding the fee to be paid from the Customer to Keev Farm as financial compensation for the training.
2. Releases. The Parties agree to the release below, which shall become effective immediately upon execution of this Agreement.
  - 2.1 Customer fully and forever releases, acquits, and discharges Keev Farm and its employees, owners, and agents from any and all claims, rights, demands, liabilities, obligations, actions, suits, liens, debts, and causes of action, whether known or unknown, related in any way to the provision of horse training in instruction provided by Keev Farm or its owners or employees.
3. Covenant Not to Sue. Customer agrees to the covenant not to sue below, which shall become effective immediately upon execution of this Agreement.
  - 3.1 Customer agrees to not make, assert or maintain against any person or entity released herein, any claim, demand, action, or suit arising out of or in connection with the matters released in this Agreement.
4. Hold Harmless. Customer shall fully hold harmless and indemnify from any and all claims, lawsuits, demands, causes of action, damages, liabilities, or losses of any type whatsoever (including without limitation all claims in law or equity), whether brought by any individual or entity, or a relative or administrator or anyone on behalf of or in any way related to Customer, or brought by any administrative or government body, arising out of or in any way connected to any act, omission, statement, negligence, gross negligence, or willful conduct by Keev Farm or any owner, employee, agent, or volunteer.

5. Waiver. Customer expressly waives all claims against Keev Farm and any of its employees, owners, volunteers, or agents for any injuries, damages, losses or claims, known or unknown, which arise out of or in any way relate to horse training or instruction.
6. Voluntary Execution. The Parties acknowledge and agree that: (a) they have each carefully read this Agreement; (b) they have discussed this Agreement with anyone they may wish to discuss it with prior to execution; (c) they understand and agree with each of the terms of this Agreement; and (d) they have voluntarily entered into this Agreement freely and without coercion.
7. Complete Agreement. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior agreements, representations, and understandings, oral or written, concerning the matters covered by this Agreement, except for the precise amount of fee to be paid pursuant to paragraph one of this Agreement.
8. Amendments Must Be In Writing. No amendment, modification, termination, or attempted waiver of this Agreement or any portion of this Agreement shall be valid or binding unless in writing and signed by the Parties.
9. Full Authority. The Parties represent that they have full and complete authority to enter into this Agreement and every provision thereof, and that no other approval or permission is needed to bind the Parties with this Agreement.
10. Governing Law and Jurisdiction. This Agreement shall be deemed to have been executed and delivered within the State of Washington, and it shall be governed by and interpreted in accordance with the laws of Thurston County in the State of Washington.
11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Thurston County in the State of Washington and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. Parental Authority. If Customer is not an adult, this Agreement must be signed by a competent authorized parent or guardian and each of the promises herein are expressly made on behalf of and bind Customer and his or her parent or guardian.
13. Safety Focus. Customer promises to maintain a focus on safety and to not engage in any maneuver or conduct that Customer believes is not safe. Customer promises to alert Keev Farm immediately upon discovering or noticing any unsafe condition at Keev Farm.

Agreed to as of this date: \_\_\_\_\_.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Keev Farm Signature

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Name of Minor/Student

\_\_\_\_\_  
Birthdate