

# **RAINBOWMEADOW FARM, LLC**

## **Childress Family, LLC**

### **DISCLAIMER AND HOLD HARMLESS AGREEMENT**

**THIS IS A LEGAL AND BINDING DOCUMENT.**

**DO NOT SIGN IT UNLESS YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

Release and indemnification executed on \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (PRINT NAME) to and for the benefit of CHILDRESS FAMILY, LLC, a Washington limited liability company dba RAINBOW MEADOW FARM, LLC, a Washington limited liability company (and its owners, members, managers, landlord, employees, volunteers, agents, and insurers: RELEASEES).

#### **SPONSOR, VENDOR PARTICIPANT, INDEPENDENT CONTRACTOR, AND VOLUNTEER COVENANTS**

In consideration of being permitted to enter the business premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others, which have given me permission to ride and participate in an equine activity (as such is defined in RCW 4.24.530), or being permitted to train, board a horse, drive, observe, work for, volunteer, or for any purposes participate in any way in such related activities, the undersigned, for himself or herself, and his or her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he or she has, or will immediately on entering or remaining on the business premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC, and/or the adjoining property of others, which have given me permission to ride and participate will continuously thereafter inspect the premises, and does further warrant that entry or remaining on the premises that he or she has inspected the premises and that he or she finds and accepts the same as being safe and reasonably suited for the purposes of intended use. The undersigned further agrees and warrants that if at any time he or she is in about the premises and he or she feels anything to be unsafe, he or she will immediately advise the proper officials and will immediately leave the premises. The undersigned agrees to reimburse CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC for all necessary repairs for damages caused by the undersigned to the premises, fixtures, or equipment of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC upon demand for the same. The undersigned will immediately leave the premises upon request to do so without reason or reimbursement.

#### **RELEASE AND COVENANT NOT TO SUE**

The undersigned hereby releases, waives, discharges and covenants not to sue CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC (and its members, managers, owners, landlord, employees, volunteers, agents and insurers: RELEASEES), all of whom for the purposes of this instrument are referred to as "releasees," from all liability or claims relating to the undersigned, and the undersigned's personal representatives, estate, assigns, heirs, and next of kin, for any and all loss of damage, and any claim or demands therefor on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in or upon the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others, which have given me permission to ride and/or participating, observing or for any purpose engaged in an equine activity thereof.

#### **INDEMNIFICATION**

The undersigned hereby agrees to indemnify and hold harmless the releasees and each of them from any loss, liability, damage, or cost they might incur due to the presence of the undersigned in or on the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or in any way participating, observing, or for any purpose engaged in an equine activity thereon and whether caused by the negligence of the releasees or otherwise.

**ASSUMPTION OF RISK**

The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees, or otherwise, while in or on the premises of CHILDRESS FAMILY, LLC or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or while participating, observing, or for any purpose engaged in an equine activity thereon. There are inherent risks associated with an equine activity, including, without limitation, unpredictability, bucking, biting, kicking, rearing, colliding, bumping, falling, and getting stepped on by an equine. At an equine facility there is also limited availability or unavailability of emergency medical care, negligence and/or deliberate act of another person.

**SCOPE OF RELEASE AND INDEMNITY**

The undersigned expressly acknowledges and agrees that any and all equine related activities are very dangerous and involve the risk and serious injury and/or death and/or property damage. The undersigned further expressly agrees that this instrument is intended to be as broad and inclusive as is permitted by the laws of Washington, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In particular, the undersigned acknowledges reading and understanding the states Equine Liability Act - RCW 4.24.540(1), which expressly limits the liability of the releasees and agrees to the application of such statute.

The undersigned has read and voluntarily signs this instrument, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made by the releasees relating to the subject matter thereof. This instrument shall be a continuing one and shall be in full force and effect applicable to subsequent participation of the undersigned in any equine activity relating to the releasees. In the event an attorney is engaged to enforce the terms of this Agreement, the attorney fees and costs of the releasees shall be paid by the undersigned to CHILDRESS FAMILY LLC, or RAINBOW MEADOW FARM, LLC and/or the adjoining property of others which have given me permission to ride and/or observing, or for purpose of engaging in and equine activity thereon.

**ARBITRATION**

If both parties can not reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected. Both parties shall accept the decision of the Arbitration Committee.

I also agree that as a condition Rainbow Meadow Farm may use or assign photographs, videos, audios or other likenesses of me and/or my horse taken anytime I am on the property.

The undersigned waiving their rights receives non-monetary compensation, also known as consideration.

I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure my safety while engaging in such activities.

I have read and fully understand the contents of this release and have freely and voluntarily signed below in complete agreement.

IF THE PARTICIPANT IN UNDER 18 YEARS OF AGE, THE SIGNATURE OF THE PARTICIPANT’S PARENT OR LEGAL GUARDIAN IS REQUIRED.

DATE \_\_\_\_\_ EMAIL (optional) \_\_\_\_\_

SIGNED \_\_\_\_\_ PRINT NAME \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ CELL \_\_\_\_\_

**HELMETS REQUIRED**

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# Equestrians Institute Driving 2024 Combined Driving Clinic

June 24-27, 2024 (Monday – Thursday)

Rainbow Meadow Farm, Rochester WA

Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Essential Person(s): \_\_\_\_\_

Medical armbands or Road ID encouraged for all participants. Helmets and safety vests are required for marathon activities. Helmets required for cones

Questions?  
Contact Diana  
[DianaA@einw.org](mailto:DianaA@einw.org)  
425-466-4845

**Please Circle:**      Driver      Auditor

**If auditing, please indicate which days: (please circle)**

Monday      Tuesday      Wednesday      Thursday

Division I'd like to work at: (Circle all that apply)				Turnout I'll be driving: (Circle all that apply)				Equine class I'm bringing: (Circle all that apply)				
Training	Prelim	Intermediate	Advanced	Single	Pair	Multiple (Tandem, Unicorn, Four)		Horse	Pony	Small Pony	VSE	
<b>Equine Name</b>	<b>Age</b>	<b>Height</b>	<b>Sex</b>	<b>Color</b>	<b>Breed</b>			<b>Clinic Driver Fee:</b> \$1000 (\$900 for EI members**)      \$ _____ <p style="text-align: center;"><b>OR</b></p> <b>Audit fee:</b> # days _____ x \$30 (\$20 for EI members**) =      \$ _____ <b>Stall fee:</b> # of stalls _____ x \$180 =      \$ _____ Additional stall nights (if approved) # stall-nights _____ x \$45 =      \$ _____ <p style="text-align: center;"><b>OR</b></p> <b>Haul-in or self-stalling fee:</b> \$15 per day      \$ _____ <b>Extra Shavings:</b> #bags _____ x \$15 =      \$ _____ <b>Medical armband:</b> \$10 each      \$ _____ <b>Donation:</b> EI is a 501(c)(3) Non-Profit org.      \$ _____ <p style="text-align: right;"><b>Total Fees Owed:</b>      \$ _____</p> A \$250 deposit will hold your place as a driver in the clinic. Full amount is due by April 10. ** Join EI today and get the EI member discount. To join, go to our website at <a href="http://www.einw.org">www.einw.org</a>				
Approx. arrival time: _____ <small>(Stalls available starting at 1 PM on Sunday)</small>				Pay by check payable to "Equestrians Institute" or pay by credit card at <a href="https://www.paypal.com/uidriving">PayPal.me/eidriving</a> (Add \$30 credit card service fee)								
Please stable near: _____												
Truck + Trailer length _____ <small>(Truck + trailer length is required when submitting entry)</small>				Mail entries to: Karla Axness 12305A Ingraham Rd. Snohomish, WA 98290								
<b>Special Considerations:</b> (such as navigator, medical restrictions, sharing equipment or navigator or other personnel, etc.)												
<b>Entry Checklist:</b> <input type="checkbox"/> Fees paid by check or PayPal? <input type="checkbox"/> All blanks filled in? <input type="checkbox"/> Truck + Trailer length entered? <input type="checkbox"/> Disclaimers, signed by driver and each essential person? <input type="checkbox"/> Vaccination/Vet papers included?												



### Equestrians Institute Disclaimer and Hold Harmless Agreement

This form must be signed by every competition participant or if a minor, their consenting parent, including each person who rides with a driver on a carriage not only during the actual competition, but including any time from arrival at the competition to departure. I understand and agree that neither Equestrians Institute (EI), its officers, directors, the driving event competition (“Competition”), Competition judges, officials, workers, volunteers, or organizing committee, nor the property owners accept or shall have any responsibility of any nature whatsoever for accidents, damage, injury or illness (including communicable diseases) to the horses, owners, riders, drivers, grooms, passengers, attendants, spectators, volunteers, officials, or any other person or property in connection with this competition.

I hereby expressly agree without any limitation or condition for myself and my principals, representatives, employees, agents, and assigns: 1) To be bound by the rules and bylaws of Equestrians Institute and by the American Driving Society and any local rules of this Competition; 2) That every horse, driver, attendant, groom, and/or passenger is eligible as entered; 3) To accept as final any decision of the Competition officials on any question arising under EI or ADS rules and bylaws or any local rules of the Competition; and 4) I also agree, without any limitation or condition to hold EI, its officers, directors, employees, and agents, and Competition judges, officials, volunteers, and organizing committee, harmless from any and all liability, loss, claims, or actions, causes of action, judgments, or demands of any nature whatsoever.

I am fully aware and appreciate that equine sports, including driving in this particular Competition, involve inherent dangerous risk of serious injury or death. By participating, I do so voluntarily and expressly assume any and all risks of injury to me or loss of my horse(s) or equipment. I agree to release and voluntarily waive the right to sue EI, its officers, directors, employees, and agents, stewards, Competition judges, personnel, volunteers, officials, and organizing committee, including their agents and employees from and against all claims for damages, including money damages, for any action taken or otherwise any harm caused by me or my horse to others, including whether arising from directly or indirectly from negligence of EI or the Competition.

I agree to indemnify and hold harmless EI, its officers, directors, employees, clinicians, members, volunteers, coaches, representatives, assigns, Competition judges, officials and organizing committee, their agents and employees from any and all claims for loss or injury caused by me or my horse that occur during or in conjunction with this Competition.

I also agree that as a condition of and in consideration of acceptance of entry, EI and or this Competition may use or assign photographs, videos, audios, cablecasts, broadcasts, internet, film, news media, or other likenesses of me any my horse taken during the course of this Competition for the promotion, coverage, or benefit of the Competition, sport, or EI.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. BY SIGNING BELOW, I AGREE to be bound by all applicable EI rules and all the terms and conditions of this DISCLAIMER and HOLD HARMLESS AGREEMENT.

Name and Date of Competition: \_\_\_\_\_

Driver Signature: \_\_\_\_\_

Parent or guardian must sign if under 18

Print name above: \_\_\_\_\_

Emergency Contact Name and phone #: \_\_\_\_\_

Groom/Navigator/Attendant Signature \_\_\_\_\_

Print name above \_\_\_\_\_

Emergency Contact Name and phone #: \_\_\_\_\_

Groom/Navigator/Attendant Signature \_\_\_\_\_

Print name above \_\_\_\_\_

Emergency Contact Name and phone #: \_\_\_\_\_

\_\_\_ I have an ADS, USEF, or FEI Dispensation Certificate (Attach copy.)