

LADY RAVEN STABLES, LLC
A LIMITED LIABILITY COMPANY
325 WAUSTIN RD
SPOKANE, WA 99208

RCW 4.24.530 **Limitations on liability for equine activities — Definitions.**

Unless the context clearly indicates otherwise, the definitions in this section apply to RCW 4.24.530, 4.24.540, and section 3, chapter 292, Laws of 1989.

- (1) "Equine" means a horse, pony, mule, donkey, or hinny.
- (2) "Equine activity" means: (a) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games, and hunting; (b) equine training and/or teaching activities; (c) boarding equines; (d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (e) rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.
- (3) "Equine activity sponsor" means an individual, group or club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for, an equine activity including but not limited to: Pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs, and, operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.
- (4) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity.
- (5) "Engages in an equine activity" means a person who rides, trains, drives, or is a passenger upon an equine, whether mounted or unmounted, and does not mean a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, or ride as a passenger upon an equine.
- (6) "Equine professional" means a person engaged for compensation (a) in instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine, or, (b) in renting equipment or tack to a participant.

[1989 c 292 § 1.]

Notes: **Application -- 1989 c 292 §§ 1 and 2:** "Sections 1 and 2 of this act apply only to causes of action filed on or after July 23, 1989." [1989 c 292 § 3.]

RCW 4.24.540 **Limitations on liability for equine activities — Exceptions.**

- (1) Except as provided in subsection (2) of this section, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection (2) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.
- (2)(a) RCW 4.24.530 and 4.24.540 do not apply to the horse racing industry as regulated in chapter 67.16 RCW.
 - (b) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional:
 - (i) If the equine activity sponsor or the equine professional:
 - (A) Provided the equipment or tack and the equipment or tack caused the injury; or
 - (B) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and determine the ability of the participant to safely manage the particular equine;
 - (ii) If the equine activity sponsor or the equine professional owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted;
 - (iii) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;
 - (iv) If the equine activity sponsor or the equine professional intentionally injures the participant;
 - (v) Under liability provisions as set forth in the products liability laws; or
 - (vi) Under liability provisions in chapter 16.04, *16.13, or *16.16 RCW.

[1989 c 292 § 2.]

Notes: ***Reviser's note:** Chapters 16.13 and 16.16 RCW were each recodified and/or repealed in their entirety by 1989 c 286. For disposition of chapters 16.13 and 16.16 RCW, see Table of Disposition of Former RCW Sections, Volume 0. **Application -- 1989 c 292 §§ 1 and 2:** See note following RCW 4.24.530.

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Contact information:

LeeAnn, Owner; cell: 509-953-4511; message: 509-466-6075 email: lhancock@windwireless.net

Ray, Owner; 509-993-7758; email: pyroray@windwireless.net

Kristina Dixon, Caretaker: 509-951-3634

Lady Raven Stables Web Site: www.ladyravenstables.com

Kevin Christenson (riding lessons, horse training): 509-701-4469

Molly Sanders (3-star Parelli Instructor) Website: www.nwsavvy.com ; email: Molly@nwsavvy.com

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>>>> IMPORTANT <<<<

UNDER WASHINGTON STATE LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL SHALL NOT BE LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT ENGAGED IN AN EQUINE ACTIVITY.

BY SIGNING THIS DOCUMENT, YOU AND ALL OTHERS IN YOUR PRESENCE AND ACCOMPANIMENT ENTER THIS FACILITY AS PARTICIPANTS THERE ARE NO SPECTATORS ALLOWED ON LRS PREMISES OR FACILITIES.

ALL WHO ENTER LRS FACILITIES ARE CONSIDERED PARTICIPANTS AND AS SUCH, ACCEPT THIS ROLE AND THE RESPONSIBILITIES THAT COME WITH IT.

Boarders Statement of Contractual Agreement

I/We, the Undersigned, represent that I/We have read, understand and fully agree to the Contractual Agreement, Liability Release and Assumption of Risk Agreement. I/We further understand that by signing this document, I/We are giving up rights to sue for any reason past, present and future. I/We attest that all facts obtained in this contractual agreement are true and accurate. I/We sign this while of sound mind and not suffering from shock or under the influence of alcohol, drugs or intoxicants of any sort.

Printed Name of Boarder/Parent/Guardian

Signature of Boarder/Parent/Guardian

Date

Printed Name of Youth/Minor

Signature of Youth/Minor

Date

Signature of LRS Representative

Date

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Q. BOARDER INFORMATION:

Boarder's Name: _____

Boarder's Address: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____

eMail Address: _____

Emergency Contact

Name: _____

Phone: _____

R. HORSE/S TO BE BOARDED: (See attachment to Section R. for additional horses.)

Name of Horse #1 : _____

Brand/ID# _____

Foaled: _____ Breed: _____

Height: _____ Color: _____ Mare _____ Gelding: _____

Approximate Value: \$ _____

Current Insurer: _____

Policy #: _____

Insurer Emergency Phone #: _____

Disclosure of horses known Vices or Unique habits:

Markings:

Other Pertinent Information:

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N. ASSUMPTION OF RISKS: I/We acknowledge that Risks, conditions and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I/We agree to assume those risks. The inherent risks include, but are not limited to, any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3.5 to 5.5 feet and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short, spinning around, changing directions and/or speed at will; shifting its weight, bucking, rearing, kicking, biting and/or running from danger. I/We acknowledge that LRS is NOT responsible for total or partial acts, occurrences or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall or react in some other unsafe way. **I also acknowledge that these are just SOME of the inherent risks and I agree to assume all potential risks including those not mentioned here. I also understand that I am not relying on LRS to list all possible risks for/to me. Attached to this document is a copy of RCW 4.34.540 by signing this document I/we acknowledge we have read and understand said liability waiver. And that I/we understand inherent risk.**

O. PROTECTIVE HEADGEAR WARNING: I/We agree that I for myself and on behalf of any minor children or legal ward have been fully warned and advised by LRS that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F1163 Equestrian Helmet, should be worn while riding and/or driving, training and/or being near horses. I furthermore understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on LRS and/or any of its associates to provide a certified helmet for me, to check any headgear/helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. **I understand that helmets must always be worn when jumping or during gaming event and must always be worn by individuals under 18 years of age.**

P. RELEASE OF LIABILITY: I/We the undersigned Boarder, for myself/ourselves and on behalf of any minor children and/or legal ward, heirs, administrators, personal representatives or assigns agree that in consideration of LRS undertaking the board and related services under the terms set forth in this contractual agreement, do hereby agree to release, hold harmless and discharge LRS, its boarders of premises and trails, agents, employees, officers, directors, representatives, assigns, members, affiliated organizations, insurers, and others acting on their behalf (hereinafter – collectively referred to as “Associates”) of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to LRS's and/or its Associates ordinary negligence or legal liability; and do further agree that except in the event of and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of LRS, to include; while riding, driving, training, handling or otherwise being near horses owned by me, owned or cared for, in the custody or control of by LRS, whether on or off the premises of LRS but not limited to being on LRS' premises.

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IMMUNIZATIONS. Boarder must present the following up-to-date documents to LRS prior to the entry of the horse onto LRS premises: CERTIFICATE OF VACCINATION or BILLING STATEMENT from veterinarian on letterhead including; veterinarian name, address, phone number and email address (if applicable). **LRS requires all incoming horses be de-wormed with either Pyrantel Pamoate (Strongid) or Ivermectrin within 24 hours of entering the facility – regardless of de-worming history.**

F. **RIGHT OF TERMINATION BY LRS:** “SAME”

G. **RIGHT OF TERMINATION BY BOARDER:** I/We agree that upon 30 days written notice to LRS the Boarder may terminate this contractual agreement for any reason. In the event of a premature termination, all outstanding board due and a penalty fee equaling 50% of monthly board fees shall be assessed. LRS shall be paid for all fees incurred to the termination date and prior to the removal of the horse(s). Upon payment in full of all fees, this contractual agreement will be considered satisfied and concluded.

H. **BOARDER AGREES TO RULES OF THE STABLE:** I/We agree that all rules and policies of LRS will be followed. Any violations to the published facilities Rules and Polices will be administratively handled as per the published rules. LRS Rules and Policies are subject to change at any time and become effective once posted on the Facilities Public Notice Bulletin Board. **(A copy of rules is posted and can be made available to boarder upon request)**

I. **BOARDED HORSE ILLNESS OR INJURY:** I/We agree that should the horse(s) become sick or injured, LRS shall attempt to notify the Boarder immediately. If the boarder does not inform (within 30 minutes) LRS regarding actions to-be-taken - LRS is authorized to provide necessary emergency medical care and request the services of a veterinarian of its choice.

VETERINARIAN

NAME: _____

Phone # _____

Authorized Veterinary Spending Amount: _____

J. **SHOEING AND SUPPLEMENTS:** Boarder agrees to provide the necessary shoeing and hoof trimming of the horse(s) as is necessary, at their own expense.

Boarder agrees to de-worm the horse(s) every 60 days. LRS generally has Strongid and Ivermectrin available for purchase.

LRS also supplies Sand Clear as a preventative measure for the health of your horse, **the cost is \$10.00 per month.**

If you **do not** want Sand Clear option, initial here _____

K. **BOARDER ACCEPTANCE OF RESPONSIBILITY:** “SAME”

L. **VISITOR PERMISSION TO HANDLE/REMOVE HORSE(S):** I/We agree that in the event someone other than the Boarder intends to handle/remove the Boarded horse(s), such parties must have clear written permission to remove, handle or ride specific boarded horse(s) before any action can occur. Boarder agrees that anyone riding or handling their horse(s) will have a signed liability release on file with LRS management and visitors will follow the facility rules and be obligated to all agreed to in this contract.

M. **PROPERTY OF BOARDER ON PREMISES:** Boarder may store (1) truck and (1) trailer in the appointed areas for no extra charge. LRS is not liable for theft, loss, disappearance or damage to Boarder’s vehicles stored at LRS – and encourages Boarders to provide their own insurance. Boarders may store their tack and supplies in the appointed areas (tack room, etc) but again LRS is not liable for theft, loss, disappearance or damage to Boarder’s property while stored at LRS. Unclaimed tack, equipment or other property left on the LRS premises for more than thirty (30) days will become the property of LRS. Items left behind after termination of this agreement will be charged a storage fee of twenty-five dollars (\$25.00) per day and after thirty (30) days of non-payment shall become the property of LRS.

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**HORSE BOARDING, LIABILITY RELEASE, ASSUMPTION OF RISK
CONTRACTUAL AGREEMENT**

READ ALL SECTIONS OF THIS AGREEMENT CAREFULLY AND COMPLETELY PRIOR TO SIGNING

A. This agreement supersedes all previous contracts. The Contractual Agreement is hereby known as "Agreement". The term "BOARDER" shall herein refer to the owner, part owner or lessee of the animal(s) which are contracted to be boarded under this Contractual Agreement. The terms "Horse", "Equine" and "Animal" shall herein refer to all equine species and to the specific animals to which this contractual agreement refers. The terms "Board" and "Boarding" shall herein refer to the provision for compensation of daily routine husbandry, food and physical space for animals by a party who does not generally have financial interest in the animals. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "WE", "ME" or "MY" shall herein refer to the Boarder(s) and the parents or legal guardians thereof in the case of a minor.

B. CONTRACTUAL AGREEMENT PURPOSE: This Agreement is entered into by and between LRS and

_____ 20_____

The Boarder(s). Printed _____ Date _____

The effective date of this Agreement is the date signed. Boarder is subject to compliance with all rules and policies as set forth in this Agreement between the boarder and LRS. This agreement is to provide horse boarding and use of facilities at the Lady Raven Stables, LLC (LRS); in addition to rules and responsibilities. All parties to the Agreement mutually agree to the following terms and conditions.

C. PROVISIONS BY LRS: LRS will provide the following plans for each horse/boarded at the facility:

PLAN A: STALL Boarding Plan includes; Feed (grass or alfalfa and/or grass/alfalfa mix) – Horse is fed 2x/day, free-choice of water. Plan A includes a 12'X24' paddock. **Plan A fee: \$325/month.** (We reserve the right to adjust monthly board for increase cost of feed and additional care).

Plan B: PASTURE Boarding includes; Feed (grass or alfalfa and/or grass/alfalfa mix) – Horse(s) fed 2x/day and free-choice water. **Plan B fee: \$275/month.** (We reserve the right to adjust monthly board for increase cost of feed and additional care).

D: TERMS OF BOARDING SERVICES: I/We agree that in consideration of selecting Plan _____.

I/We agree to pay LRS the sum of \$ _____/Month, in advance, **on or before the 5th day of each month.** If payment is not made by the 5th of each month, a late fee of **\$5.00/day** will be added to the next month sum owed. (Boarders with an account in a LATE PAYMENT status may be denied use of the facilities until all outstanding payments is current.) LRS hereby acknowledges a total of \$ _____ receipted from Boarder(s) which, constitutes payment for the first month for the Plan selected above. **LRS reserves the right to increase the daily charges by giving 30 days written notice, which shall be delivered to Boarder either in person or by United States Registered Delivery mailed to the address provided within this Agreement by Boarder.** This Agreement shall remain in effect from the effective date until the through date unless terminated in writing by either party. Boarders who wish to change between Plans must notify LRS in writing at least 48 hours of next business day via email, fax or United States Mail. Daily Plan rates will be prorated to reflect the difference in rates for each Plan.

I/we agree that should any portion of board payment become more than 45 days delinquent, that LRS will be awarded ownership of all horses named in this agreement, to also include any and all tack equipment belonging to the boarder. Any excess amounts from the sale of horses tack and late fees and expenses to complete such sale will be returned to the boarder named. Should the amount of sale of items not cover delinquent board, late fees and expenses the balance will be in arrears and remain the responsibility of the boarder. _____ horse owner initials

E. BOARDED HORSE HEALTH WARRANTY: I/We agree that each horse to be boarded shall enter the premises and be maintained free from infectious diseases. Each horse must be current on ALL RECOMMENDED YEARLY