

CASCADE PLEASURE HORSES LLC
FACILITY USE AGREEMENT-SHOW OR CLINIC

WITNESS THIS AGREEMENT this _____ day of _____, 20___, by and between **CASCADE PLEASURE HORSES LLC** hereinafter referred to as "Farm," and _____, hereinafter referred to as "User."

WHEREAS, Farm is the Owner of a certain commercial stable located in Grant, Washington, known as Cascade Pleasure Horses LLC.

AND, WHEREAS, User desires to conduct a horse show and/or clinic for the purpose of giving riding lessons and/or equine exhibitions open to the public,

IT IS NOW, THEREFORE, AGREED between Farm and User that User shall be entitled to the use of designated facilities at CASCADE PLEASURE HORSES LLC for the following dates: _____ for the sum of \$_____. User shall be/not be (circle one) entitled to use the coffee area of the office for purposes of a concession stand. However, it is understood and agreed that for all purposes, said concession stand and the food served therein or thereby are done independent of Farm and User shall hold Farm completely harmless from any and all claims, demands, obligations, injuries, and/or judgments from any and all causes arising from the operation of said concession stand. The area, times, and use of the concession stand shall be designated by Farm.

THE TOTAL DUE under this Agreement shall be \$_____.

IT IS UNDERSTOOD AND AGREED that User shall be construed and considered as an Independent Contractor for all purposes arising under this Agreement and the use of the facilities as above-described. User shall be responsible for the payment of any and all gross receipts taxes, income taxes, or other liabilities incurred as a result of User's activities on Farm's property. User further agrees to obtain executed Releases from any and all clients of User who may use, occupy or otherwise obtain services from User upon Farm's premises, a copy of which is to be provided by Farm.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

User expressly releases Farm from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Farm or its representatives, agents or employees

WARNING

Under Washington 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.

USER FURTHER AGREES TO HOLD FARM HARMLESS AND DEFEND IT FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, ORDERS, OR LIABILITY WHATSOEVER ARISING AS A PROXIMATE RESULT OF ANY ACTIVITY OF USER, USERS AGENTS, EMPLOYEES AND REPRESENTATIVES ON PREMISES OF FARM.

Farm reserves the right to refuse access or use of any horse upon the premises that does not appear to Farm to be in good health, or is deemed dangerous or undesirable.

USER

CASCADE PLEASURE HORSES LLC.

_____ By _____
Manager