

**CASCADE PLEASURE HORSES LLC**  
**TRAINERS FACILITY USE AGREEMENT**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **CASCADE PLEASURE HORSES LLC**, hereinafter referred to as "Stable," and \_\_\_\_\_, hereinafter referred to as "Trainer."

WHEREAS, Stable is the Owner and operator of a certain commercial stable located in \_\_\_\_\_, Washington,

AND, WHEREAS, Trainer desires to train horses and/or give riding lessons to the public,

IT IS NOW, THEREFORE, AGREED between Stable and Trainer that Trainer shall be entitled to the use of Stable's facilities at the location as above-described for a total of \_\_\_\_\_ percent from all revenues derived from Trainer's endeavors on Stable's property.

IT IS UNDERSTOOD AND AGREED that Trainer 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.

Trainer agrees to provide a Certificate of Insurance insuring against losses arising from Trainer's activities on Stable's property in an amount acceptable to Stable.

Trainer shall be responsible for the payment of any and all gross receipts taxes, income taxes, or other liabilities incurred as a result of Trainer's activities on Stable's property. TRAINER FURTHER AGREES TO OBTAIN EXECUTED RELEASES FROM ANY AND ALL CLIENTS OF TRAINER WHO MAY USE, OCCUPY, OR OTHERWISE OBTAIN SERVICES FROM TRAINER UPON STABLE'S PREMISES, A COPY OF WHICH IS ATTACHED HERETO AS "EXHIBIT A." (Attach sample release) TRAINER FURTHER AGREES TO HOLD STABLE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, ORDERS, OR LIABILITY WHATSOEVER ARISING AS A PROXIMATE RESULT OF ANY ACTIVITY OF TRAINER ON PREMISES OF STABLE.

**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.

Trainer expressly releases Stable 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 Stable 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.**

Stable may terminate this Agreement at any time, with or without cause, upon notice to Trainer. Trainer agrees not to interfere with the tenants of Stable or conduct any activity whatsoever contrary to the best interests of Stable. Stable reserves the right to refuse access or use of any horse upon the premises that does not appear to Stable to be in good health, or is deemed dangerous or undesirable.

Trainer

**CASCADE PLEASURE HORSES LLC**

By \_\_\_\_\_

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