

The Ranch At Eagle Creek Known as "This Stable"
HORSE DRAWN SLEIGH OR WAGON RIDE Hereinafter known as "sleigh" ride
WARNING FORM AND AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS OWNER/OPERATOR DOES NOT GUARANTEE YOUR SAFETY.

This AGREEMENT is voluntarily entered into by the undersigned passengers, subject to the following terms and provisions:

I/WE understand and agree to the following:

The purpose of the horse-drawn sleigh ride, which I/we hereby contract to ride upon, is for the express purpose of recreational experience of an historically traditional type of travel. The vehicle I am hereby contracting to hire is not acting as a "Common Carrier" and does not bear the liabilities attaching to that status. The vehicle is inspected and maintained to a high standard, yet does not meet, nor is it required to meet, safety and collision standards commensurate with those required by law for common carrier vehicles such as busses, trains, etc.

The horses pulling this sleigh are well trained and desensitized specifically for this purpose. Nonetheless, any horse is a large, extremely strong, and powerful animal having a mind of its own. The horse is more uniquely sensitive than humans to sight, sound, and smell; it is a live animal having unique protective survival instincts to which it may revert when frightened or provoked. Due to the potential unpredictability of a horse's behavior, no warranty, express or implied, is made as to disposition, suitability or physical condition of any horse. Additionally, the equipment being used might malfunction, the trail conditions may be unsuitable, and encounters with others, expected or unexpected, may occur on the trail to which the horses may react adversely.

I/We agree to carefully follow the instructions of the driver or handler at all times when approaching, loading, riding upon, and unloading from the sleigh. I/we agree not to approach the horses until granted clear permission by the driver or handler, and until that time I/we shall remain a minimum of five feet away from the horses. Once allowed permission to move closer I/we shall approach the horse slowly with caution, speaking softly, never loudly. I/we further agree not to touch the horse on its face, legs, or hindquarters; but shall only stroke it gently on the neck or shoulder unless instructed otherwise by the driver or handler.

I/We acknowledge that participation in this equine activity involves risks which could possibly result in injury or death to myself and/or to my minor children, and I/we voluntarily assume those risks. I/we hereby release, forever discharge and agree to indemnify and hold harmless The Ranch At Eagle Creek and its owners and employees from any and all claims, demands, or causes of action which are in any way connected with our participation in this activity, or with use of This Stable's equipment or facilities, including any such claims which allege acts or omissions of This Stable. This Agreement Form shall be legally binding upon myself and the parents or guardians thereof if a minor, my spouse, heirs, estate, assigns, and personal representatives, and it shall be interpreted according to the laws of Washington State and Chelan County.

STATEMENT OF AWARENESS:

"I/We the undersigned, have read and do understand the foregoing warning and agreement."

All legal age passengers must sign below:

	Signature	1. _____	Date _____
2. _____		3. _____	
4. _____		5. _____	

Names of all minor children or legal wards participating in this activity for whom I am legally responsible:

1. _____	2. _____
3. _____	4. _____

Please list others below or on reverse. Thank you!