



**RELEASE HOLD HARMLESS AGREEMENT  
AND COVENANT NOT TO SUE**

This agreement, signed and dated herein below indicated, concerns the use of the **Pilchuck Tree Farm** and adjacent roads and trails located in or near **Arlington, Washington**, known as **The Tree Farm**, is entered into among the **MORGAN HORSE CLUB OF WASHINGTON STATE, INC.**, the **MORGAN HORSE CLUB TREE FARM ASSOCIATION**, the **PACIFIC DENKMANN COMPANY** and their owners, directors and other personnel, officers and association members of the above referenced entities, and the undersigned who execute this document individually, on behalf of their family members, wards, children and guests, and agree as follows:

1. That the so called **Pilchuck Tree Farm** is located in a forested and reforested area accessed by private roads including logging roads, and has located on it a modest log cabin structure.
2. That the land, its appurtenances and the surrounding acreage is not maintained as a park facility nor does it have a resident caretaker. That it is understood that the **Morgan Horse Club of Washington State, Inc.** and the other herein listed, do not actively undertake maintenance of the property for the purpose of maintaining it as a park facility but rather intend that the use and enjoyment of the property arises from the fact that it is a forested and reforested area with logging roads which are undergoing change by growth, falling limbs and the like and that the parties to this agreement are not in a position to constantly patrol and make inspection of the facilities for the purpose of making repairs or warning users of changes in circumstances and conditions.
3. That because of the modest cost to the undersigned and guests for the use of **The Tree Farm**, it is not intended that the fees paid by the users will be used for maintenance of the property, rather for the administrative expenses of coordinating the **Association** of users.
4. That it is intended by the parties that **The Tree Farm** will be used for hiking, horseback riding, picnicking and camping on the land and use of the cabin.
5. That in consideration of the foregoing, it is expressly agreed and understood by the undersigned that they hereby release, hold harmless and covenant not to sue the afore named organizations, owners, officers, directors and personnel for any claim for personal injury or property damage which may be sustained by the undersigned, the undersigned's family, wards, children and guests as a result of use of **The Tree Farm** whether arising out of negligence or conditions existing or arising on the property.

Should any claim arise, the undersigned agreed to hold the above-mentioned organizations harmless, and to defend all such claims and suits that may arise therefrom.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_