



LIABILITY WAIVER AND INFORMED CONSENT TO PARTICIPATE IN OREGON HORSE CENTER EQUESTRIAN ACTIVITIES

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

THIS DOCUMENT AFFECTS YOUR RIGHTS IN THE EVENT OF INJURY. PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN EQUESTRIAN RELATED ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE(S). IT IS HEREBY AGREED TO AS FOLLOWS:

The Equine Activity Liability laws of the State of Oregon , Ch. 30.691, state among its statutory provisions that “Except as provided in subsection (2) of this section and in ORS 30.693, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or 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 arising out of riding, training, driving, grooming or riding as a passenger upon an equine.”

AGREEMENT OF RIDERS AND AGREEMENT OF PURPOSE: The following listed individual hereinafter known as the “RIDER”, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in equine related activities on THIS STABLE’S premises, and that RIDER will ride his/her own horse or one borrowed or leased by RIDER’S own arrangement, today and on all future dates:

RIDER/HANDLER NAME (PRINT CLEARLY) _____ AGE (IF UNDER 21) _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

RIDER desires to engage in equine activities sponsored by, or in which RIDER will be using equipment, facilities or premises, owned by or associated with THIS STABLE. RIDER understands there are risks in equine activities: that all equine activities are inherently dangerous, and agrees to comply with Oregon’s Equine Inherent Risk Law ORS.30.687-30.697, which limits liability for providers of equine activities and services. As a condition of participation in or viewing of equine activities, RIDER (individually and for his/her minor children, executors and heirs) waives the right to bring and releases THIS STABLE and THIS STABLE’S administrators, agents, officers, directors, employees, predecessors and successors-in-interest, and any other persons or entities united in interest with THIS STABLE from any and all manner of actions, suits, claims for relief, demands, damages, and any other obligations, known and unknown, suspected and unsuspected, in law of equity, direct or indirect and whether now or in the future, fir any injury or death arising out of or connected in any way with riding, training, grooming, spectating or handling an equine. RIDER agrees that by using THIS STABLE’S facility, including, barns and arenas, trails, obstacles, equipment and horses, RIDER is participating in a dangerous sport and that RIDER will be solely responsible for the safety of self and children or others in their party. RIDER understands that THIS STABLE STRONGLY RECOMMENDS safety helmets and boots with heels to be worn by all riders of any age at all times. RIDER understands that equine activities can be dangerous, in spite of all care taken by THIS STABLE. Due to their size and unpredictable nature, horses can react in unexpected ways. Personal property can also easily be misplaced or damaged for many different reasons. RIDER further agrees that any other RIDER’S, or guests or family members which RIDER brings onto this property, shall be required to sign THIS STABLE’S general liability release, and RIDER assumes full responsibility for securing these signatures and providing the signed release to THIS STABLE in a timely fashion. RIDER agrees to accept and acknowledge full responsibility to any/ bodily injury, property damage, or medical expense arising out of contributed to or aggravated by any dog in RIDER’S ownership, care or supervision. RIDER further agrees to indemnify THIS STABLE and/or the released parties for any and all costs incurred by THIS STABLE and/or the released parties in defense of any claim brought against THIS STABLE and/or third-[arty guests of RIDER, whether such claim arises on or off premises, including reasonable attorneys’ fees and costs, if applicable. This release contains the entire agreement between the two parties hereto and the terms of this release are contractual, not mere recital.

RELEASOR (SIGN HERE) _____ DATE ____/____/____

If rider is a minor, print name of Parent/Guardian: _____

EMERGENCY CONTACT _____ EMERGENCY PHONE # _____

PHOTOGRAPHY RELEASE

By participation in Oregon Horse Center events, you consent to having your image captured by official photographers, radiographers and security cameras. The resulting material, including still photographs, video and audio recordings may be used by Oregon Horse Center or local promotional entities without restriction or financial compensation, in news materials, promotional materials, on the web and other properties. If you do not agree to having your image captured or recorded please do not enter the event venue.