

RELEASE OF LIABILITY MANAGER/RIDER

WITNESS THIS AGREEMENT this _____ day of _____, 20__, by and between **T&T Horsemanship, Alice Trindle, Susan Triplett** hereinafter referred to as **MANAGERS** and _____, hereinafter referred to as **RIDER**. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **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. In consideration, therefore, for the privilege of riding and/or working around horses at T&T Horsemanship Ranch, located at 15477 Sky Ranch Lane, Haines, OR, the undersigned does hereby agree to hold harmless the indemnify T&T Ranch, its Owners, and employees and personnel and further release them from any liability or responsibility for the following stated inherent risks. 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 unfamiliar objects, persons or other animals; certain hazards such a 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 participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom or to any family member or spectator accompanying the undersigned on the premises. Rider agrees to abide by and follow Manager's rules, considerations and regulations, which shall be posted, provided in written materials, verbalized and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

- 2. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, cost expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Manager and the facilities located thereon.
- 3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.
- 4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250.00 for property damage, actual expenses incurred, and a maximum of \$2500.00 for damages such as pain and suffering.
- 5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.
- 6. I further understand and have read the Oregon Revised Statutes section **ORS s 30.687 to 30.693** on Actions arising out of equine activities. This includes, but not limited to, ORS 30.687 (Definitions); ORS 30.689. (Policy) and ORS 30.691. (Limitations on liability; exceptions). In summary it is the policy of the State of Oregon the persons responsible for equines, or responsible for the safety of those persons engaged in equine activities, who are negligent and cause foreseeable injury to a person engaged in those activities, bear responsibility for that injury in accordance with other applicable law.
- 7. The undersigned parent, guardian, or custodian of the listed below minor(s), on behalf of said minor(s) hereby joins in the foregoing **RELEASE OF LIABILITY** and hereby stipulates and agrees to save and hold harmless Alice Trindle, Susan Triplett, T&T Horsemanship (DBA T&T Wildlife Tours), from and against any claims, actions, demands, expenses, liabilities of said minor, as a result of any listed minor's participation in the above stated activity. For myself and on behalf of said minor, further agree not to sue T&T Horsemanship, Alice Trindle, and Susan Triplett, as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the this activity.

8. I further understand that Alice Trindle, T & T horsemanship Training, has **required** all participants to wear protective head equipment, and that if I choose not to wear such equipment I am doing so at my own risk.

(Please copy the above statement **in your own handwriting**, sign, and date.) _____

9. I understand that the property of T&T Horsemanship located at 15477 Sky Ranch Lane, Haines, Oregon has been exposed to Pigeon Fever. I have read and understand the risks of bringing my horse, person, equipment, and vehicles to this property as it relates to Pigeon Fever infection. and hold the Manager harmless from any and all claims as it relates to my horse/mule contracting this or other equine infections.

Manager

Rider/Participant