

BRHORSEMANSHIP - Riding Waiver

WITNESS THIS RELEASE dated this _____ day of _____, 20____, by and between BRENT ROLLINS, hereinafter referred to as Management, and _____, hereinafter referred to as User, and, if User is a minor, User's parent or guardian,

_____. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User, User'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 and hereby expressly assumes all risks associated with participating in such activities. User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager. User expressly releases Management from any and all claims for personal injury or property damage, even if caused by negligence by Management or its representatives, agents or employees.

WARNING

Under Oregon Law, 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 pursuant to Or. Rev. Stat. § 30.691 (2001)

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.

4. In the event User is using User's own horse, or a horse(s) not owned by Management, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

6. User 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.

Management: _____

User: _____

Parent or Guardian if User is a Minor: _____