**HORSE RIDING & ACTIVITIES INDEMNITY AND LIABILITY RELEASE FORM**

HORSEBACK RIDING AND RELATED ACTIVITIES CAN BE DANGEROUS

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY

Equine Law is applicable in most states. All activities on our grounds are subject to inherent equine risk law ORS 30.687-30.697

By this agreement made and entered on (date) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By and between (your name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residing at (your address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter referred to as “ I “ and Horse Sense Riding School, LLC. it’s employees, officers, directors, contractors, agents and assigns and Eric Tobar, property owner, located out of 25220 SE Sunshine Valley Rd., Damascus, OR 97089 , hereinafter referred to as Horse Sense,

It is hereby agreed to as follows:

1. HAZARDOUS ACTIVITY: I understand that horseback riding and working with horses is a hazardous activity and that horses are unpredictable by nature; that when frightened or angry or under stress, a horse’s natural instincts are to jump forward or sideways, to run away from danger at a trot, canter, or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be more than 5 feet. I understand these risks and voluntarily assume these risks and dangers for myself

or on behalf of my child or legal ward. \_\_\_\_\_\_\_\_ (Initial here)

2. RIDING HELMETS: I understand that I can better protect myself against head injuries by wearing protective

equestrian head gear while mounting, riding, dismounting and being around horses. Horse Sense will provide

helmets to all riders free of charge. I understand that I or my child or legal ward must wear a helmet.

\_\_\_\_\_\_\_\_\_ (Initial here)

3. LIABILITY RELEASE: I understand that, except in the event of Horse Senses’ wanton or willful negligence, I

am responsible for bodily injury or property damage that I or my child or legal ward should sustain while riding

a horse provided by Horse Sense. I am also responsible for medical expenses or any other expense incurred

as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward

shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns

release and discharge Horse Sense (the riding instructor) and all of their officers and employees from

claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or

legal ward and/or my property. \_\_\_\_\_\_\_\_\_\_ (Initial here)

4. INDEMNITY: I agree to indemnify and pay any expenses, loss or damage that is incurred by Horse Sense and

all of their officers and employees arising out of my rental and riding, or my child or legal ward’s rental and

riding of a horse supplied by Horse Sense. \_\_\_\_\_\_\_\_\_ (Initial here)

5. INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:

In the knowledge that a parent by law can not waive the personal injury rights or other claims of a (their) minor

child or legal ward, the undersigned parent or guardian of said minor child or legal ward agrees to indemnify

Horse Sense and all of their officers and employees from any financial loss suffered as a result of any claim

brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal

action against Horse Sense and all of their officers and employees for personal injuries suffered by said minor

alleging negligent acts or acts of omissions by Horse Sense and all of their officers and employees.

\_\_\_\_\_\_\_(Initial here)

DO NOT SIGN BELOW UNLESS YOU HAVE THOROUGHLY READ AND UNDERSTOOD THE ENTIRE CONTENTS OF THIS RELEASE FORM. **Please fill out Page 2 for emergency contact info.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Rider** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Parent or Guardian** Date

**Emergency Contact Information - Required**

Primary Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of emergency, please also contact: (name, address, phone no.)

**Medical Consent to Treat / Medical Consent to NOT Treat - Required**

In the event that emergency medical aid/treatment is required by me for illness or injury while on any Horse Sense property or participating in any Horse Sense related activity \_\_\_\_ I DO | \_\_\_\_ I DO NOT authorize Horse Sense to secure and obtain medical treatment and/or transportation if needed. (This authorization includes any treatment / procedure deemed “life saving” by a physician, hospital or other medical facility. This provision will only be invoked if the emergency contacts listed above cannot be reached and Horse Sense must act on my behalf.)

Volunteer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, as parent or guardian, of the above applicant represent to Horse Sense Riding School Inc. that the facts herein concerning my child or ward are true. I hereby give my permission for my child or ward to participate in any equine related activity, and, further, in consideration of allowing my child or ward to participate in such activities, agree

**Photo Release Waiver - Optional:**

I hereby grant permission to Horse Sense Riding School, Inc. to use my likeness and/or that of my child/children and/or family and/or horse, whether through the use of photographs, film, videotape, social networking or other media, for HSRS promotional and public outreach purposes. I understand that my likeness may be used in HSRS publications, literature, the internet, or other visual means that HSRS may choose to use to promote HSRS, and its activities and/or programs.

In connection with the above paragraph, I hereby release and waive any claim I may have against the Horse Sense Riding School, LLC, its directors, agents, contractors, officers, or employees.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_

Name of Parent/Guardian of minor child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant or Parent/Guardian

if Participant is a Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_