

# HOLD HARMLESS AGREEMENT (WAIVER)

Wild Ones Youth Ranch • PO Box 677 • Junction City, OR 97448

Please print clearly and fill out this form for each individual participating in farm activities.

## Equine Riding Instruction and/or Training Instruction and/or Participation in Other Stable Activities Agreement, Liability Release and Assumption of Risk Agreement

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

### Emergency Contact Info

First Name \_\_\_\_\_ Last Name: \_\_\_\_\_

Age of participant: \_\_\_\_\_

Phone#: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Relationship to participant \_\_\_\_\_

### Medical Insurance Info

My medical insurance company is \_\_\_\_\_

My policy number is: \_\_\_\_\_ I do not carry medical insurance \_\_\_\_\_

Please check all that currently apply to this PARTICIPANT:

\_\_\_\_ AGE 18 or older

\_\_\_\_ Under AGE 18

\_\_\_\_ Over 240 lbs.

\_\_\_\_ Under 10 hours riding experience

\_\_\_\_ Over 10 hours riding experience

### Safety Questions

Does this participant have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive and / or train a horse? Check one: Yes \_\_\_ No \_\_\_ If you checked "YES," how can we help them with their special needs?

**REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE:** I, the above listed individual hereinafter known as the "PARTICIPANT", and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all activities including horse riding as a student of WILD ONES YOUTH RANCH (also KITTYHAWK KIGERS AND MUSTANGS and WINDY GATES CATTLE COMPANY) hereinafter known as the "STABLE" to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

**INHERENT RISKS / ASSUMPTION OF RISKS:** I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over and equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator(the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting an/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

**CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/WE AGREE THAT: This STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; and irregular footing on out-or-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others mentioned not mentioned above. I am not relying on this stable to list all possible conditions for me. The participant and parent or legal guardian have inspected this STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon this STABLE'S premises.

**SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

**PROTECTIVE HEADGEAR / HELMET WARNING I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the



**EQUINE ACTIVITY LIABILITY ACT: For your information only. Please read and keep for your own personal records.**

OREGON REVISED STATUTES

TITLE 3. REMEDIES AND SPECIAL ACTIONS AND PROCEEDINGS

CHAPTER 30. ACTIONS AND SUITS IN PARTICULAR CASES

ACTIONS ARISING OUT OF EQUINE ACTIVITIES

ORS § 30.687 (1993)

30.687. Definitions for ORS 30.687 to 30.697.

For the purposes of ORS 30.687 to 30.697:

(1) "Equine" means a horse, pony, mule, donkey or hinny.

(2) "Equine activity" means:

(a) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, endurance trail riding and western games and hunting;

(b) Equine training, grooming and teaching activities;

(c) Boarding equines;

(d) Riding, inspecting or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine; and

(e) Rides, trips, hunts or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(3) "Equine activity sponsor" means an individual, group or club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, that sponsors, organizes or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs and arenas at which the activity is held.

(4) "Equine professional" means a person engaged for compensation:

(a) In instructing a participant or renting to a participant an equine for the purpose of riding, training, driving, grooming or being a passenger upon the equine; or

(b) In renting equipment or tack to a participant.

(5) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity. "Participant" does not include a spectator at an equine activity or a person who participates in the equine activity but does not ride, train, drive, groom or ride as a passenger upon an equine.

30.689. Policy.

(1) It is the purpose of ORS 30.687 to 30.697 to assist courts and juries to define the circumstances under which those persons responsible for equines may and may not be liable for damages to other persons harmed in the course of equine activities.

(2) It is the policy of the State of Oregon that no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured.

(3) It is the policy of the State of Oregon that 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.

30.691. Limitations on liability; exceptions.

(1) 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.

(2)(a) The provisions of ORS 30.687 to 30.697 do not apply to any injury or death arising out of a race as defined in ORS 462.010.

(b) Nothing in subsection (1) of this section shall limit the liability of an equine activity sponsor or an equine professional:

(A) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury;

(B) If the equine activity sponsor or the equine professional intentionally injures the participant;

(C) Under the products liability provisions of ORS 30.900 to 30.920; or

(D) Under ORS 30.820 or 608.015.

30.693. Additional exceptions to limitations on liability; effect of written release.

(1) Except as provided in subsection (2) of this section, nothing in ORS 30.691 shall limit the liability of an equine activity sponsor or an equine professional if the equine activity sponsor or the equine professional:

(a) Provided the equipment or tack, failed to make reasonable and prudent inspection of the equipment or tack, and that failure was a cause of the injury to the participant;

(b) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely ride, train, drive, groom or ride as a passenger upon an equine, to determine the ability of the equine to behave safely with the participant and to determine the ability of the participant to safely manage the particular equine; or

(c) Owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted.

(2) The limitations on liability provided in ORS 30.691 shall apply to an adult participant in the circumstances listed in subsection (1)(b) of this section if the participant, prior to riding, training, driving, grooming or riding as a passenger upon an equine, knowingly executes a release stating that as a condition of participation, the participant waives the right to bring an action against the equine professional or equine activity sponsor for any injury or death arising out of riding, training, driving, grooming or riding as a passenger upon the equine. A release so executed shall be binding upon the adult participant, and no equine professional or equine activity sponsor shall be liable in the circumstances described in subsection (1)(b) of this section except as provided in ORS 30.691 (2).

30.695. Effect of written release on liability of veterinarian or farrier.

(1) No veterinarian or farrier shall be liable to any person who assists the veterinarian or farrier in rendering veterinarian or farrier services to an equine if the person, prior to assisting the veterinarian or farrier, executes a release stating that the person rendering assistance waives the right to bring an action against the veterinarian or farrier for any injury or death arising out of assisting in the provision of veterinarian or farrier services. A release so executed shall be enforceable regardless of lack of consideration.

(2) A release executed pursuant to this section shall not limit the liability of a veterinarian or farrier for gross negligence or intentional misconduct.

30.697. Effect on workers' compensation benefits.

Nothing in ORS 30.687 to 30.695 shall affect the right of any person to any workers' compensation benefits that may be payable by reason of death, injury or other loss.

HISTORY: 1991 c.864 @ 6