

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

PARTICIPANT NAME: _____

Age of participant: _____

Emergency Contact Info

First Name _____ Last Name: _____

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 200 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 EXAMPLES 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 wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I / WE ACKNOWLEDGE THAT: I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT. (See last page)

MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance company shall pay for ALL such incurred expenses.

COVID-19 LIABILITY: I/WE AGREE THAT: Wild Ones Youth Ranch will not be held liable if I/We contract the COVID-19 virus while on its premises.

PLEASE FILL OUT ONE FORM PER INDIVIDUAL VISITING THE RANCH AND PLEASE PRINT CLEARLY

PHOTO RELEASE: I/WE RELEASE: all rights to photos taken of myself or the above mentioned participant for future use by Wild Ones Youth Ranch, its staff, founders, and/or Board of Directors in ranch publications, videos, books, newsletters, or other media. **Check one: Yes No**

SAFETY AGREEMENT: I/WE AGREE: to stay out of all barns, paddocks, corrals, tack-rooms, pastures and all other non-office related buildings, as well as posted off-limit areas while waiting for horse-related or other activities, or while waiting for a participant. **Check one: Yes No**

LIABILITY RELEASE: I / WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and noneconomic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises. **Check one: Yes No**

All Participants and/or Legal Guardians* must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS: I / WE, THE UNDERSIGNED, REPRESENT THAT I/ WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, LIABILITY RELEASE AND ASSUMPTION OR RISK AGREEMENTS, I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature of Participant (required for anyone 13 and over) _____
Date

Signature of Legal Guardian* (required for anyone under 18) _____
Date

***Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process, signed notes are not considered "legal."**

FAMILY CONTACT INFORMATION

Though each family member visiting the ranch will need a separate signed release form

◇ PLEASE COMPLETE THIS SECTION JUST ONCE PER FAMILY IF ALL MEMBERS RESIDE AT THE SAME ADDRESS ◇

If members live at separate locations, please fill out ONE PER RESIDENCE. Thank You!

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____ - _____

EMAIL ADDRESS: _____

PLEASE DO NOT NOTIFY US OF UPCOMING RANCH EVENTS

PLEASE DO NOT NOTIFY US OF UPCOMING PROGRAM REGISTRATIONS (DOLLAR DAYS, GROUP LESSONS, CAMPS)

FAMILY MEMBERS' NAMES	DATE OF BIRTH (REQUIRED FOR YOUTH ONLY)
-----------------------	---

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EQUINE ACTIVITY LIABILITY ACT: For your information only. Please DO NOT PRINT but keep for your personal files.

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