

Central Oregon Chapter of the Oregon Dressage Society



WARNING, RELEASE, AND INDEMNITY AGREEMENT

I understand that horses are potentially dangerous animals, and can cause serious injury to me, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any horse, regardless of its training and prior behavior, may act or react unpredictably at any time for any reason, and may bolt, spook, rear, buck, bite, kick, fall, strike out, stomp, trample, spin, fall on or collide with objects, collide with other horses, step on, over or become entangled in objects, tack, or equipment, or otherwise act in a manner that may cause injury and/or death to me, or damage to my property, including my horse. I understand that horse tack or other horse equipment can break, loosen, or otherwise fail, causing serious injury to me, including permanent injury and/or death, or damage to my property, including but not limited to my horse. I understand that any rider or handler of a horse may lose control of such horse at any time and for any reason, and that doing so may cause serious injury to me and my minor child, including permanent injury and/or death, or damage to my property, including my horse. I further understand that I am solely responsible for using proper safety equipment at all times while near, grooming, handling, lunging, and riding horses, including but not limited to wearing an ASTM-certified riding helmet and riding boots. I understand that the risks set forth in this paragraph and other similar risks are inherent to participation in any "equine activity" as defined by ORS § 30.687(2).

I understand there are potential hazards at an equine facility, including but not limited to uneven, slippery or rocky footing, open water, rodent holes, molehills, irrigation equipment, farming equipment, drainage and irrigation ditches, hoses, livestock, electric fencing, and loud noises. I further understand and acknowledge that there may be animals, including but not limited to dogs, other horses, cows, insects, reptiles, deer, cougars, coyotes, and bears, present at or in close proximity to an equine facility that present a risk of serious harm, injury, illness, damage, disease, or death to me, my child, and my property, including my horse. The equine facility _____ at which COCODS hosts its events, including but not limited to the barns, arenas, outbuildings, paddocks, pastures, driveway(s), etc. is referred to herein as "Stable." I understand that COCODS are "equine activity sponsors" as defined by ORS § 30.687(3). I understand that horse boarding, horse training, horseback riding instruction, exhibition in horse shows, and all activities and services related thereto sponsored by COCODS or host site and its owners, members, employees, agents, and representatives each constitute an "equine activity" as defined by ORS § 30.687(2). I understand that by directly engaging in any such equine activity, I am a "participant" in an equine activity as defined by ORS § 30.687(5).

I UNDERSTAND THAT BY MY PRESENCE AT OR USE OF STABLE, I HAVE INDICATED I ACCEPT OREGON'S EQUINE INHERENT RISK LAWS' LIMITS OF LIABILITY RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. I UNDERSTAND THAT STABLE IS NOT A SPECTATOR AREA, AND BY MY PRESENCE AT OR USE OF STABLE, I WILL BE REGARDED AS A PARTICIPANT IN AN EQUINE ACTIVITY AND LIMITED BY OREGON'S EQUINE INHERENT RISK LAWS.

I UNDERSTAND THAT AS A CONDITION OF MY PRESENCE AT OR USE OF STABLE, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK RESULTING THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS. I UNDERSTAND THAT AS A CONDITION OF MY PARTICIPATION IN ANY EQUINE ACTIVITY SPONSORED BY COCODS OR STABLE, INCLUDING BUT NOT LIMITED TO HORSE BOARDING, RIDING, TRAINING, DRIVING, HANDLING, OR GROOMING, AND RIDING AS A PASSENGER UPON AN EQUINE, I VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUME ANY AND ALL RISK RESULTING THEREFROM, INCLUDING BUT NOT LIMITED TO ALL INHERENT RISKS.

I AGREE THAT BY SIGNING THIS AGREEMENT OF RELEASE, I AM KNOWINGLY, VOLUNTARILY, AND EXPRESSLY WAIVING MY RIGHT, AND THAT OF MY REPRESENTATIVE, TO BRING OR MAINTAIN ANY ACTION AGAINST OR RECOVER FROM THE RELEASED PARTIES FOR ANY INJURY TO ME OR MY DEATH, ANY INJURY TO OR THE DEATH OF MY MINOR CHILD, OR DAMAGE TO MY PROPERTY, INCLUDING MY HORSE, RESULTING FROM OR ARISING OUT OF MY PRESENCE AT OR USE OF STABLE. THIS AGREEMENT OF RELEASE INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT OF RELEASE, MY MINOR CHILD AND I ARE GIVING UP CERTAIN LEGAL RIGHTS THAT I/WE MIGHT OTHERWISE HAVE IF I/WE DID NOT SIGN THIS AGREEMENT OF RELEASE, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASED PARTIES FOR ANY INJURY TO ME OR MY MINOR CHILD, MY DEATH OR THE DEATH OF MY MINOR CHILD, OR DAMAGE TO MY PROPERTY, INCLUDING MY HORSE. I ACKNOWLEDGE THAT I HAVE BEEN ADVISED AND HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

I agree that my execution of this agreement of release is binding upon me and/or my representative, and the Released Parties shall not be liable for my injury and/or death, my minor child's injury and/or death, or damage to my property, including my horse. I agree to indemnify, defend, and hold harmless the Released Parties for any and all injuries that I or my child suffers, including death, and damage to my property, including my horse, caused by, resulting from, or arising out of my or my minor child's participation in any equine activity sponsored by COCODS or Stable, including but not limited to horse boarding, riding, training, driving, handling, or grooming, and riding as a passenger upon an equine, or my or my minor child's presence at or use of Stable. This promise of indemnity includes attorneys' fees and costs incurred by the Released Parties in defending against any claims by me, or my personal representative, guardian, or heirs.

I intend this Agreement to be as broad and inclusive as permitted under Oregon law. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE EXTENT PERMITTED UNDER OREGON LAW. I agree that if any provision of this Agreement is deemed to be unenforceable by a court of appropriate jurisdiction, then the remaining provisions of this Agreement shall remain in full force and effect. I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND KNOWINGLY, VOLUNTARILY AND EXPRESSLY CONSENT TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT.

Participant: _____ Date: _____

Participant (Print): _____

Participant's Signature: _____

Address: _____

Phone (H): _____ Phone (C): _____

Participant's Age: _____ Email: _____

BEFORE ANYONE UNDER 18 CAN PARTICIPATE IN AN EQUINE ACTIVITY AT STABLE, THE CUSTODIAL PARENTS/GUARDIANS MUST SIGN BELOW

Signature: _____
(If applicable)

Signature: _____
(If applicable)

Parent/Guardian (print name): _____

Address: _____

Phone (H): _____ Phone (C): _____

Phone: (W): _____ Email: _____
(If applicable)

Parent/Guardian (print name): _____

Address: _____

Phone (H): _____ Phone (C): _____

Phone: (W): _____ Email: _____
(If applicable)