

## **OREGON EQUESTRIAN TRAILS**

### **Full Assumption of Risk and Release of Liability Related to Participation in Activities**

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND OREGON EQUESTRIAN TRAILS, AN OREGON NONPROFIT CORPORATION WITH 501(c)(3) STATUS (“OET”). THIS FULL RELEASE INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FULL RELEASE COVERS ALL ACTIVITIES YOU PARTICIPATE IN DURING THE YEAR IN WHICH YOU SIGN THIS FULL RELEASE.

In consideration of being allowed to learn from and participate in any of the activities or programs sponsored by OET (collectively “Activities”), you acknowledge and agree as follows:

**I. THE FOLLOWING ORGANIZATIONS AND PERSONS ARE COVERED BY THIS FULL RELEASE.** The organizations and persons covered by this Full Release are OET, OET’s directors, officers, members, staff, employees, volunteers, agents, and representatives, and any others who participate in the Activities, or who volunteer for, or perform work for, OET, and any real property owner of record, or persons or entities lawfully in possession of real property, when any Activities occur on real property owned or possessed by any third party to this Full Release (the “Released Parties”).

**II. POTENTIAL RISKS.** Participation in Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you may suffer serious, even fatal, injury or illness, although the nature of these activities makes such injury or death highly unlikely. By signing this form, you acknowledge that you understand that there could be dangers involved in the Activities you will be participating in, including, but are not limited to: risks inherent in equine activities; the possibility of being injured or damaged from being bitten, kicked, bucked, clawed, or tripped by wild or domesticated animals, bees, or insects; possible exposure to animal-borne diseases; injury or death in an automobile accident while driving or riding in a vehicle or while working around vehicles when transporting animals; risks from fire, cooking, water, weather conditions, equipment malfunctions or failure; negligence of other participants or volunteers; and negligence on the part of the Released Parties.

**III. YOU ASSUME ALL RISKS.** You acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your participation in Activities, and you further acknowledge that you are entirely responsible for deciding whether to participate in any Activities with OET and for determining in which Activities you can safely participate. If you are being furnished with an equine, you acknowledge reasonable and prudent efforts have been made to determine your ability to safely ride, train, drive, groom, or ride as a passenger upon an equine and to manage the equine furnished. You further acknowledge that you are reasonably familiar with equines and equine activities to the extent that you are reasonably confident that your engagement in equine activities is reasonably safe, whether or not such engagement is supervised by the Released Parties.

**IV. YOU RELEASE ALL CLAIMS AGAINST RELEASED PARTIES.** You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, that you will hold the Released Parties harmless, and that you waive and release any claims, demands, or actions against the Released Parties for any damages to, or loss of, property, or for injury or death, which results from or arises in connection with any of the Activities of a Released Party, including negligence by a Released Party other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct. You understand that this waiver includes a waiver of liability for acts of negligence not otherwise excepted herein. In addition, you agree to indemnify the Released Parties for any claims made against any Released Party, on your behalf or otherwise, as a result of any damage to, or loss of, property or as a result of injury or death resulting from or arising in connection with the Activities of the Released Parties including as a result of negligence by a Released Party other than that which occurs as a result of the gross negligence, wanton or willful misconduct, or reckless or intentional conduct. In addition, the Released Parties shall not be liable for any injury or loss that occurs while traveling to or from Activities, or from place to place during Activities, whether by your vehicle or equine, or another participant’s vehicle or equine, including as a result of negligence by a Released Party other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.

**V. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT WHO IS YOUNGER THAN EIGHTEEN (18) (“CHILD”), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD.** If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child’s heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you do for yourself in this Full Release. Further, wherever the terms “I,” “me,” “my,” “myself,” “you,” or “your,” are used in this Full Release, those terms shall be interpreted to cover the Child participant for whom you are signing.

**VI. SEVERABILITY.** If any provision of this Full Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Full Release, or the application of that provision to other persons or circumstances, shall be valid and enforced to the fullest extent allowable by law. If a provision of this Full Release, or the application of a provision to any person or circumstance, is held to be invalid, but would be valid if limited in scope or application, this Full Release shall be interpreted as if such provision was so limited such that this Full Release applies to all persons and circumstances to the fullest extent allowable by law.

**VII. GOVERNING LAW.** This Full Release shall be interpreted according to the laws of the State of Oregon, and the parties consent to the personal jurisdiction of the Clackamas County Circuit Court in the State of Oregon. Nothing in this article shall preclude the parties hereto from attempting to resolve conflicts through mediation or arbitration.

**VIII. THIS FULL RELEASE IS INTENDED TO PROTECT THE RELEASED PARTIES FROM LIABILITY FOR INJURIES TO YOU, YOUR CHILDREN, AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY OREGON LAW.**

The undersigned has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact & Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Legal Guardian (in addition to signature of Participant above, if above signed is a minor):

I have read and I understand this Full Release, and I am signing it voluntarily.

I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Name of Minor: \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Name of Minor: \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Name of Minor: \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_