

OREGON EQUESTRIAN TRAILS

Full Assumption of Risk and Release of Liability Form Related to **Volunteer Work**

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) TAX-EXEMPT STATUS. THIS FULL RELEASE INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FULL RELEASE COVERS ALL VOLUNTEER WORK AND ACTIVITIES OF ANY SORT CONNECTED WITH OREGON EQUESTRIAN TRAILS (“ACTIVITIES”) YOU PARTICIPATE IN DURING THE YEAR IN WHICH YOU SIGN THIS RELEASE.

By signing this form, you acknowledge that you wish to contribute your services to Oregon Equestrian Trails (“OET”) and that you are freely volunteering to provide those services without compensation. In return for OET allowing you to volunteer your services, which you agree is adequate consideration for this Full Release, you, the undersigned person, hereby agree as follows:

I. THE FOLLOWING ENTITIES AND PERSONS ARE COVERED BY THIS FULL RELEASE. The organizations and persons covered by this Agreement 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. Volunteering in OET’s Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you or your animal may suffer serious, even fatal, injury or illness. You understand that you may come into contact with and interact with a variety of animals, and that such work entails risk of personal injury or property damage due to proximity to animals, dangerous equipment, traveling, and other related activities. These risks include, but are not limited to: risks inherent in the use of hand tools, power tools, and equipment to build or maintain trails; 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 volunteers or participants; 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 deciding in which Activities you can safely participate. 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 THE RELEASED PARTIES. You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, that you will not hold liable the Released Parties, and that you will waive and release any claims, demands, or actions against them, for any damages to, or loss of, property, or for injury or death to yourself, others, or animals, which results from or arises in connection with any of the Activities including as a result of negligence by the Released Parties 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. In addition, you agree to indemnify the Released Parties for any claims made against them, 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 including as a result of negligence by the Released Parties other than that which occurs as a result of 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 or volunteer’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. **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, must not be affected thereby.

VI. **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. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

VII. **IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT OR VOLUNTEER 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 or volunteer for whom you are signing.

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

The undersigned has/have read this Full Release and understand(s) 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: _____

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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: _____