



Waiver & Release Of Liability For All Equine Related Activities

1. I understand there are significant inherent risks and other hazards of injury, property damage or death related to the boarding, care and use of horses and in all equine activities including handling, grooming, riding, jumping, showing, and transporting horses. I hereby freely and voluntarily accept for myself alone all of these risks, and all other risks, associated with my decision to board horses, ride, handle, observe or otherwise participate with horses, to use equine facilities and equipment, or to participate in equine activities.

2. As a condition of such participation, I hereby WAIVE AND RELEASE FROM LIABILITY and agree to INDEMNIFY AND HOLD HARMLES TIMBERLINE FARM and its agents, employees, trainers, volunteers, officers, directors and owners (“released parties”) from:
 - A. Any and all claims for injury or death to myself;
 - B. Any and all claims for injury, damage or death to any other person or property and
 - C. Any and all claims for loss, damage, sickness, disease or death of my horse(s) or propertyThat arise out of or relate in any way to my riding, training, grooming, riding as a passenger, observation, or other participation with horses or in equine activities, my permitting others to so participated with horses and equine activities, the boarding of my horse(s), or the use of services, equipment facilities or property of the released parties.

3. The Owner acknowledges that TIMBERLINE FARM is an equine facility and all activities on its grounds and the surrounding area are subject to the Equine Inherent Risk Law Oregon Revised Statutes 30.689. By Owner’s presence at TIMBERLINE FARM and equine facility Owner has indicated that Owner has accepted the limits of liability resulting from inherent risks of equine activities. This is not a spectator area. All persons in this area will be regarded as participants and limited by the Inherent Risk Law.

4. In consideration of the foregoing, I accept full responsibility for all such losses, claims, damages or injuries to myself and my property, or to others and their property, including the released parties and their property. I expressly agree for myself, my personal representative, and my heirs not to make a claim against the released parties for such injuries or losses and agree to DEFEND, INDEMNIFY

AND HOLD HARMLESS the released parties from any such claims and losses, including claims for costs, expenses and attorney fees.

5. I will be fully responsible for all guests I allow on the released parties' property, and agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the released parties from any claim for injury, death or damage made by such guests.

6. This Release of Liability and Indemnity Agreement is intended to and does include any and all claims, whether due to negligence or any other legal theory, except claims based on intentional, willful or wanton misconduct.

7. If any part of this Agreement is determined to be unenforceable, I intend and agree that all other terms shall be enforced. I understand that by signing this agreement I limit my right to make a claim or file a lawsuit against the released parties.

8. This agreement shall be a continuing release that will apply to all of my activities whether now or in the future and will remain in full force and effect until withdrawn in writing by the undersigned.

MINORS UNDER 18

If I am signing on behalf of a minor, I will personally pay and accept full responsibility for all medical, rescue and transportation expenses incurred as a result of injury or illness related to the minor's participation as set out above. I further agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the released parties named above for any damages, injury or death sustained by the minor or for which the minor may be liable to others.

I HAVE CAREFULLY READ, UNDERSTAND AND AGREE TO THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

Name (Please print clearly)

Date

Signature

Address/City/State

Minor's Name (Print)

Phone