

Horse Release

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Out N About Treesort & Outfitters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ONAT&O"), I hereby agree to release, indemnify, and discharge ONAT&O, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that **HORSEBACK RIDES** entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of you horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, ONAT&O employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ONAT&O from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ONAT&O's equipment or facilities, **including any such claims which allege negligent acts or omissions of ONAT&O.**

4. Should ONAT&O or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ONAT&O, I agree to do so solely in the state of Oregon, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ONAT&O on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name

_____ -

Address _____

Phone _____ Date _____

Name of treehouse you are staying in or if you are a visitor _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ONAT&O to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ONAT&O from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____

Date: _____

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PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT ADDENDUM

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Out N About Treesort & Outfitters that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of ONAT&O, the guide/instructor, common sense, and ONAT&O's insurance company, I (and any Minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless ONAT&O from any and claims that are brought by, or on behalf of myself, and any listed Minor, as the result of head trauma resulting from participation in any horse activities.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to bound by its terms.

Rider or Participant: _____ **Print Name:** _____ **Date:** _____

If the rider or participant is a minor:

Parent or Guardian: _____ **Print Name:** _____
Date: _____