



BRAWLEY FARMS LIABILITY WAIVER AND RELEASE

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

**FOR INDIVIDUALS RIDING HORSES AT "THIS STABLE", THIS FORM MUST BE COMPLETED BY AND
FOR EACH PARTICIPANT**

BRAWLEY FARMS AND JUDY BRAWLEY, hereinafter known as "THIS STABLE".

Located at 4556 WINTERCREEK RD, JEFFERSON, OR 97352

**THIS DOCUMENT AFFECTS YOUR RIGHTS IN THE EVENT OF INJURY. PLEASE READ CAREFULLY
BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY
AGREED TO AS FOLLOWS:**

AGREEMENT OF RIDERS AND AGREEMENT PURPOSE the following listed individual hereinafter known as the "RIDER", and the parents or legal guardians thereof *if* a minor, do hereby voluntarily request and agree to participate in horse riding on THIS STABLE'S premises, and that RIDER will ride his/her own horse or one borrowed or leased, today and on all future dates:

RIDER NAME (PRINT CLEARLY) _____

AGE (IF UNDER 21) _____

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

RIDER desires to engage in equine activities sponsored by, or in which RIDER will be using an equine, tack, equipment, facilities or premises, furnished by THIS STABLE. RIDER understands there are risks in equine activities: that all horse activities are inherently dangerous and agrees to comply with Oregon's Equine Inherent Risk Law ORS.30.687-30.697, which limits liability for providers of equine activities and services. As a condition of participation in or viewing equine activities, RIDER (individually and for his/her minor children, executors and heirs) waives the right to bring and releases THIS STABLE and THIS STABLE'S administrators, agents, officers, directors, employees, predecessors and successors-in-interest, and any other persons or entities united in interest with THIS STABLE from any and all manner of actions, suits, claims for relief, demands, damages, and any other obligations, known and unknown, suspected and unsuspected, in law of equity, direct or indirect and whether now or in the future, for any injury or death arising out of or connected in any way with riding, training, grooming, or handling an equine. RIDER agrees that by using THIS STABLE'S facility, including barns and arenas, trails, jumps, tack and horses, he/she is participating in a dangerous sport and that he/she will be responsible for the safety of self and children or others in their party. RIDER understands that THIS STABLE REQUIRES safety helmets and boots with heels to be worn by all riders, all riders while jumping, and STRONGLY RECOMMENDS that all riders wear boots at all times. RIDER understands that equine activities can be dangerous, despite all care taken by THIS STABLE. Due to their size and unpredictable nature, horses can

react in unexpected ways. Personal property can also easily be misplaced or damaged for many different reasons. RIDER further agrees that any other RIDER'S, or guests or family members which RIDER brings onto this property, shall be required to sign THIS STABLE'S general liability release, and RIDER assumes full responsibility for securing these signatures and providing the signed release to THIS STABLE in a timely fashion. RIDER further agrees to indemnify THIS STABLE and/or the released parties for any and all costs incurred by THIS STABLE and/or the released parties in defense of any claim brought against THIS STABLE and/or third-party guests of RIDER, whether such claim arises on or off premises, including reasonable attorneys' fees and costs, if applicable. This release contains the entire agreement between the two parties hereto and the terms of this release are contractual, not a mere recital. THIS DOCUMENT AFFECTS YOUR RIGHTS IN THE EVENT OF INJURY. I have read and understand and agree to this release. RELEASOR (SIGN HERE):

SIGNATURE _____ **DATE** _____

If rider is a minor, print name of Parent/Guardian:

EMERGENCY CONTACT _____

EMERGENCY PHONE # _____

CANCELLATION POLICY: All scheduled riding lessons must be cancelled in writing (text or email) prior to 24 hours advance of the scheduled lesson. Lessons not cancelled prior to the 24-hour window, will be charged at the regular rate. Lessons that are cancelled within 24 hours advance notice, can be rescheduled (also known as a "Make-Up") dependent on availability.

PAYMENT POLICY: All lessons must be pre-paid. Lesson packages are only available pre-paid and are billed monthly. Methods of payment include cash and check made payable to Brawley Farms. If payment has not been received by the 10th of each month, a 20% late fee will be charged to your account.

*I have fully read and understand this waiver and Brawley Farms' policies as listed above and do hereby voluntarily execute the same.

_____ **INITIAL** _____ **DATE**