

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Green Acres Boarding LLC. T/A Green Acres Beach and Trail Rides, Green Acres Beach & Trail Rides LLC, Green Acres Equestrian Center LLC, Barn Bratz LLC. Main Office 2915 S. Hill Rd., Otis, OR 97368

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING.

Express Assumption of Risk Associated with Trail Rides Beach Rides and Related equestrian Activities.

I, By signing below, I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites, of which I am about to engage in. Inherent hazards and risks included, but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding is significant, including the potential for permanent disability and death.
 2. Possible equipment failure and/or malfunction of my own or others' equipment.
 3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors, volunteers, or representatives of the Green Acres Boarding LLC, including, but not limited to operator error.
 4. The propensity of an equine (horse or pony or mini horse or mule) to behave in dangerous ways that may result in injury to the participant, regardless of the equine's previous training and past performance.
 5. The inability to predict an equine's reaction to sound, movements, unfamiliar environments, objects, persons, animals or insects.
 6. Natural hazards including, but not limited to surface or subsurface conditions.
 7. Propensity for equine (horse or pony or mini horse or mule) to run, buck, rear, bite, kick, shy, stumble, trample, scratch, peck, fall, make unpredictable movements, roll, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
 8. Saddles or bridles may loosen or break, which may cause the participant to be jolted or fall.
 9. The equine may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
 10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in an equine related activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
 11. Collisions with trees, brush, and other animals and objects.
 12. Broken bones, severe injury to the head, neck, and back which may result in severe impairment or even death.
 13. Cold weather and heat related injuries and illness including, but not limited to frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
 14. Exposure to outdoor elements, including but limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather or tsunami and conditions beyond our control.
 15. Attack by or encounter with insects, reptiles, dogs, bears, cougars, or other animals.
 16. Accidents or illness occurring in remote places where there are no available medical facilities.
 17. Fatigue, chill, and/or dizziness or fog, which may diminish my/our reaction time and increase the risk of accident.
 18. I also acknowledge I am not pregnant or have any medical conditions that might adversely be affected by this activity. And have the ability to follow instructions, and have physical coordination and balance.
 19. I grant to the Green Acres Boarding LLC and or Green Acres Beach and Trail Rides the right to use my image(s), photograph or video for advertising or other promotions.
- * I understand the description of these risks is not complete and that unknown or unanticipated risk may result in injury, illness, partial or full disability or death.

ANY OF MY GUESTS ARE GIVING UP THE RIGHT TO MAKE CLAIMS OR FILE LAWSUITS AGAINST THE BOARDING FACILITIES FOR INJURIES AND OTHER DAMAGES WHICH MAY OCCUR WHILE USING THE FACILITIES AND PREMISES AND EQUIPMENT ON THE PREMISES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in Trail Rides and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases.
2. This releases Green Acres Boarding LLC, and or Green Acres Beach and Trail rides and the their officers, directors, employees, owners, representatives, trail guides, instructors, agents, and volunteers, from liability and responsibility whatsoever, and for any claims or cause of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representations or statements made by the releases, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Helmets must be worn by any person under the age of eighteen (18) and those over 18 are strongly encouraged to wear them. Riders over 18 who do not wear a helmet will be required to initial below a release of liability that states that you refused to wear a helmet. Helmets are supplied free of charge by Green Acres or you can use your approved helmet.

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"The limitations on liability provided in Oregon Law ORS 30.691 shall apply to an adult participant in the circumstances listed in this release. If the participant, prior to riding, training, driving, grooming or riding as a passenger upon an equine, knowingly executes a release stating that as a condition of participation, the participant waives the right to bring an action against the equine professional or equine activity sponsor for an injury or death arising out of riding, training, driving, grooming or riding as a passenger upon the equine. A release so executed shall be binding upon the adult participant.

Signature of adult, and or Parent or adult legal Guardian. If Name of Parent or adult legal Guardian Participant is a Minor, and by signature, they on my behalf release all claims that both they and I have.

1. Print _____ Date _____ Time _____ Age _____

Sign _____ Initial here if you refuse helmet > _____

2. Print _____ Date _____ Time _____ Age _____

Sign _____ Initial here if you refuse helmet > _____

3. Print _____ Date _____ Time _____ Age _____

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4. Print _____ Date _____ Time _____ Age _____

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12. Print _____ Date _____ Time _____ Age _____

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