**LYNNE HARTMAN**

**DBA: AMETHYST PERFORMANCE HORSES, LLC**

**17746 S. CANTER LANE /OREGON CITY, OR. 97045**

**971-404-5968**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES FOR ANY PERSON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, ITS OWNER, EMPLOYEES, AGENTS OR OWNERS OF LESSON HORSES (“THE RELEASEES”).

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of myself (and my minor child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (street address) (city) (state & zip code)

In consideration for allowing me (or my minor child) to handle and ride a horse or be near a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

Acknowledge that a horse may, without warning or any apparent cause buck, stumble, trip, roll, fall, rear, bite, buck, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person; saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

Voluntarily assume the risk and danger of injury or death inherent in the handling, riding or being around the horse, and the use of saddles, bridles, equipment and gear provided to be by the Releasees.

Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to my or my child’s person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releasees.

Release the Releasees from any claim that such Releasees were negligent in connection with my or my child’s riding a horse, handling a horse or being near a horse but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.

Expressly agree that the foregoing release and assumption of risk and indemnity agreement is governed by the laws of the State of Oregon and is intended to be as broad and inclusive as is permitted by Oregon law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay attorneys’ fees and costs incurred by the Releasees in defending such an action.

I also agree that photos may be posted in ads, webpage, etc.

IT IS REQUIRED THAT AGES 18 & UNDER WEAR A HELMET. IF OVER 18 AND NO HELMET YOU ASSUME THE RISK OF INJURY AT YOU’RE YOUR OWN RISK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I have read this document. I understand it is a promise not to sue and release the stable, its owners, employees and agents as well as owners of horses used in lessons, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride, handle or be around a horse. I have concluded that the risk involved, and the release and waiver of liability is worth the pleasure of horseback riding experience.

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 Date Signature