

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Bandon Beach Riding Stables, 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 "BBRS"), I hereby agree to release, indemnify, and discharge BBRS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in therapy programs with horses and horseback riding activities entail 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 may include but are not limited to: exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites and hazardous plant life, exposure to temperature and weather extremes; losing control of your horse and falling; your own physical condition, and the physical exertion associated with this activity. 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, stumps, forest growth, debris, rocks, cliffs, and other obstacles whether obvious or not and whether man made or natural. Riding a horse requires participant to balance on the saddle. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, BBRS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of 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 BBRS 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 BBRS's equipment or facilities, **including any such claims which allege negligent acts or omissions or BBRS.**

4. Should BBRS 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 BBRS, 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 BBRS 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.

Print Name(s) _____ Phone Number _____

Address _____ City _____

State: _____ Zip _____ Email _____

Participant Signature _____ Date _____

PARENTS OR LEGAL 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 BBRS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BBRS 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: _____ Signature: _____ Date: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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 Bandon Beach Riding Stables (hereinafter collectively referred to as "BBRS") 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 occurrences associated with horse activities. Against the advice of BBRS, the guide/instructor, common sense, and BBRS'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 BBRS from any and all 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 be bound by its terms.

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

If the rider or participant is a minor:

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

BANDON BEACH RIDING STABLES

MODEL RELEASE

For value received, the receipt and adequacy of which are hereby acknowledged, I hereby give Bandon Beach Riding Stables the right and permission to copyright and or publish, and or sell photographic portraits or still or motion pictures of me, in which I may be included in whole or in part, for art, advertising, publicity, trade, or any other lawful purpose whatsoever.

I hereby waive any right that I may have inspect and or approve the finished product or the advertising and/or editorial copy that may be used in connection therewith, or the use to which it may be applied.

I understand that I may revoke the rights granted by this release by doing so expressly in writing sent to Bandon Beach Riding Stables at the address provided herein. I understand that upon receipt of proper revocation Bandon Beach Riding Stables will cease using my image and likeness on a going forward basis and will not be required to cease uses that are already in the public domain.

I hereby release, discharge and agree to save Bandon Beach Riding Stables and hold harmless from any liability by virtue or blurring, distortion, alteration, optical illusion, or use in composite or edited form whether intentional or otherwise, that may occur or be produced in the making of said pictures, or in any processing tending towards the completion of the finished product.

Bandon Beach Riding Stables recognizes that this release shall be binding solely on the person whose name and signature appear below. Bandon Beach Riding Stables shall bear sole and exclusive liability to the use of any picture image or other likewise bearing the marks or other intellectual property of any third party.

Name (Printed): _____

Address: _____ **City:** _____

State: _____ **Zip:** _____ **Phone Number:** _____

As the individual (or in the case of a minor, the parent or guardian) who has signed this release, I have read, fully understand, and agree that I (or such minor) shall be bound thereby.

To be signed by parent or legal guardian if model is under 18 years old.

Signature: _____ **Date:** _____