



**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Visitor/Guest/Contractor/Transporter/Owner/Owner’s Agent (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as “**Participant**”), for good and valuable consideration, and as a condition of participation in Equine Activities at Summit Equine, Inc., agrees to the terms and conditions of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (“**Release**”).

**1. Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, pony, mule, donkey, or hinny (collectively “**equine**”), include, but are in no way limited to, faulty equipment or tack that causes injury or death, Released Parties’ failure to make a reasonable effort to determine the ability of Participant to engage safely in an Equine Activity or to safely manage the particular equine provided based on Participant’s representations of his or her ability, Released Parties’ failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine’s reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, diagnostic and treatment equipment etc.), movement, or unfamiliar object (ex.: machinery, equipment, obstacles, carts, barrels, poles, cones, flowers, flags, golf carts, construction material, children or other individuals, etc.), person or animal (ex. leashed or unleashed dogs, ducks, other wildlife, equines, cattle, etc.); (3) a collision with an object or another animal; (4) the potential for a person participating in an Equine Activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; and (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.) (collectively “**Inherent Risks**”). Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to: those defined in the Oregon Equine Activity Liability Act (ORS §30.687-697) (“**the Act**”), as well as riding, petting, grooming, leading, jogging, feeding, retraining, observing, boarding, breeding, artificially inseminating, recovering and transferring embryos, foaling, semen collection, sedation, diagnostic imaging, administering medication, diagnostic procedures, rehabilitation exercise, adjunct or complimentary therapies [ex. acupuncture, shockwave, laser, biologic harvest], therapeutic injections and treatments, performing reproductive surgeries, and other veterinarian services, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activity**” or “**Equine Activities**”) and accepts and assumes these Inherent Risks exist even while not engaged in Equine Activities. Participant understands that illness, injuries, death, loss, damage, or other Loss (collectively “**Loss**”) may result from the Inherent Risks, that equines are powerful and have the potential to be dangerous, even without warning, and that the Inherent Risks listed here are just a sampling and Participant is not relying on Released Parties to list all possible Inherent Risks of Equine Activities. Participant understands that Summit Equine, Inc. requires the wearing of an ASTM/SEI-certified equestrian hard hat for anyone riding equines at Summit Equine, Inc. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities. The following shall be included as Released Parties under this Release and Participant agrees Released Parties are Equine Professionals or Equine Activity Sponsors under the Act: Summit Equine, Inc., Ryan Ferris, Dora Ferris, Wild Turkey Farm, LLC, owners of the real property where the Loss occurred, and any of these listed parties’ respective spouse, relatives, heirs, agents, assigns, trusts, trustees, beneficiaries, trainers, employees, working students, volunteers, independent contractors, guests, visitors, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively “**Released Parties**”).

**2. Release, Hold Harmless, Defend and Indemnify:** Participant agrees to release, hold harmless, defend and indemnify Released Parties for any Loss incurred by Participant, Participant’s property (including Participant’s equine), even if such Loss is caused in any part by ordinary negligence or other fault of Released Parties (except gross negligence, willful or wanton disregard for Participant’s safety causing the injury, or intentional injury).

**3. Governing Law, Jurisdiction, Time and Liability Limits, Attorneys’ Fees, Jury Waiver:** This Release shall be construed and enforced in accordance with the laws of the State of Oregon. All disputes relating to the interpretation and enforcement of this Release shall be resolved by the state court in Marion County, Oregon and Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire, that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$100.00. The prevailing party shall be entitled to recover its attorneys’ fees and costs incurred in enforcing the terms of this Release and/or in defending or prosecuting any such claims or causes of action. Participant agrees to waive trial by jury in any action with Released Parties.

**4. Severability, Modification:** If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Release can only be modified in writing signed by Participant and Ryan or Dora Ferris.

**5. Certification:** Participant certifies that he/she has read this entire Release and understands that the signing of this Release is a condition of participation in Equine Activities with Summit Equine, Inc., knows that he/she has other facilities to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant’s spouse, relatives, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns, to be bound by the terms and conditions contained herein.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Participant signing on my own behalf **and**, if applicable, on behalf of minor Participant

Printed Name: \_\_\_\_\_ Phone/E-Mail: \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

Minor Participant’s Name and Date of Birth: \_\_\_\_\_