TOWNSEND HARMONY RANCH LLC

40444 North Ruby Loop

Scio, Oregon 97374

(503) 260-8418

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between **Townsend Harmony Ranch LLC**, hereinafter referred to as MANAGER and _____ hereinafter referred to as RIDER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

PLEASE Print Clearly

Name:_____ **Phone:**_____ **Cell**:_____

Address:_____**Town:**_____**State:**_____

Email Address:_____

Date of birth (if minor)---------- **Parent Name**:_____

Emergency Contact and their phone number:_____

RELEASE OF LIABILITY OWNER/RIDER

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

2. I agree to this release, waiver of liability and indemnity agreement, in consideration of being permitted to participate in any Equestrian related activity associated with Townsend Harmoney Ranch, LLC, located on the premises at 40444 North Ruby Loop, Scio, Oregon 97374. I further expressly agree that this release, waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by law, in the State of Oregon, and that if any part of this Agreement is held to be invalid, it is agreed and understood that the balance of the Agreement will continue in full legal force and effect.

Initial_____

3. I further herby RELEASE, WAIVE, Discharge and Promise NOT TO SUE Townsend Harmoney Ranch, LLC and/or any of their members, employees, agents, participants of any entity or person connected with them during the activity, or any other person on the premises from any and all liability to the undersigned or my assigns, heirs and next of kin for any and all claims which may hereafter develop or accure to me on account of, or by reason of, any injury, loss or damage which may be suffered by me, and/or to my child, my ward, or my invitee, or to my property because of any matter, thing or condition, negligence or default whatsoever, and I HEREBY ASSUME AND ACCEPT THE FULL RISK OF DANGER OR ANY HURT, INJURY OR DAMAGE WHICH MAY OCCUR REGARDLESS OF THE CAUSE.

HELMET WARNING-ALL RIDERS MUST WEAR AN APPROPRIATE SAFETY HELMET DESIGNED FOR EQUINE ACTIVITIES. MANAGEMENT SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT FAILING TO WEAR PROPER PROTECTIVE HEAD GEAR.

4. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

5. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Manager and the facilities located thereon.

6. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

7. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to $250 for property damage, actual expenses incurred, and a maximum of $10,000 for damages such as pain and suffering.

8. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

9. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Said horse will also be up to date on all vacations. The Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

Initial_____

By signing this Agreement, I represent and warrant that I accept the premises at 40444 North Ruby Loop, Scio, Oregon, 97374, as reasonably suited for the purposes associated with this Agreement. My signature below certifies that I have fully and carefully read this RELEASE, WAIVER or LIABILITY AND INDEMNITY AGREEMENT and establishes my informed and voluntary agreement to it's terms and conditions as fully contained herein.

This document applies to any and all activities at TOWNSEND HARMONY RANCH, LLC. It applies not only to the date of signature, but also to any and all future dates. This document will be in effect until a written revocation is received. I am eighteen years of age or older, will only engage in activities in which I am physically fit to participate and have read and understand the above statements.

_____

Manager Dated

_____

Rider Dated