

Tami Stockwell
TESORO Equine & Vine
1277 Carpenter Hill Road
Medford, OR 97501

541.326.8609

HORSE USE/LESSON AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THIS ACTIVITY. TESORO EQUINE & VINE CANNOT GUARANTEE YOUR SAFETY.

Warning according to Oregon Law #30.689 and 30.691: It is the policy of the State of Oregon that no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured. An equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.

1. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS. This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the laws of Oregon. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "horse" herein refers to all equine species. The term "horseback riding" herein refers to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "rider" herein refers to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor. The term "Management" herein refers to Tesoro Equine and Vine.
(Initial here)

2. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE. By signing this agreement, I and the parent or legal guardians thereof, if a minor, do hereby agree to hire or borrow from Tesoro Equine & Vine, also known as Tamara and Mark Stockwell a horse, tack and equipment or to use and/or take instruction for the purpose of horseback riding today and on all future dates. (Initial here)

Rider name: _____ **Date of Birth** (if under 21) _____ Does this rider have a physical and/or mental health conditions, problems, and/or disabilities which may affect his/her ability to safely ride a horse? Yes _____ No _____ If yes, describe here: _____

_____.

3. ACTIVITY RISK CLASSIFICATION. I understand that horseback riding is classified as **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY**, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Rider does not have any physical limitations that would prevent him/her from taking horseback riding lessons. (Initial here)

4. 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. [REDACTED] (Initial here)

5. NATURE OF STABLE HORSES. Tesoro Equine and Vine chooses its horses for their calm disposition and sound basic training as is required for use as riding horses for beginner riders. Yet, no horse is a completely a safe horse. I acknowledge that horses, by their very nature, are unpredictable and subject to animal whim. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of up to six feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly; changing directions or speed at will; shifting its weight: bucking, rearing, kicking, biting, running from danger. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider further acknowledges that the behavior of any animal is contingent to some extent upon their ability. Rider assumes all risks therefore and warrants a full and fair disclosure of their abilities to Management. [REDACTED] (Initial here)

6. CONDITIONS OF NATURE. I understand that Management is NOT responsible for acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects or reptiles which may walk, run or fly near or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature and natural and man-made changes in landscape. [REDACTED] (Initial here)

7. CARRY-ON OBJECTS AND SHARP NOISES. I understand that riders must not carry items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse, and also must not carry sharp or pointed objects in their pockets which could cause injury in a fall. Riders must not make sharp loud noises, such as screaming or yelling, which may scare a horse. [REDACTED] (Initial here)

8. ACCIDENT/MEDICAL INSURANCE. I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for **ALL** such incurred expenses. I hereby authorize Tesoro Equine and Vine to provide emergency medical care authorization or transportation for me or for my child. [REDACTED] (Initial here)

9. HEALTH OF HORSE OWNED BY OTHER. In the event Rider is using their own horse, or a horse(s) not owned by Management, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable. [REDACTED] (Initial here)

10. PROTECTIVE HEADGEAR. I understand that Management requires the use of a helmet for all students when riding at all times, and provides SEI certified ASTM Standard Equestrian Helmets for use by students who do not own a helmet. Management's helmets may not be a perfect fit for each rider's head. While these helmets may reasonably be expected to prevent or reduce the severity of some of the wearer's head injuries in the event of a blow to the head, use of these helmets does not eliminate the possibility of head injury. Management requires riders to purchase their own personal SEI helmet after 2 lessons. _____ (Initial here)

11. RIDER RESPONSIBILITY. I understand that upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. _____ (Initial here)

12. INJURY AND PROPERTY DAMAGE RELEASE CLAIM. I expressly release Management from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Management or its representatives, agents or employees. I agree to assume any and all risks involved in or arising out of my use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel. I (or Rider's parent or guardian if rider is a minor) agree to hold harmless, indemnify and defend management against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with rider's use or presence upon the property of management and the facilities located thereon. In the event Rider is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child. _____ (Initial here)

SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/we further attest that all facts relating to the applicant's physical condition, experience, and age are true and accurate.

_____	_____
SIGNATURE OF RIDER	Date
_____ for _____	_____
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1	NAME OF RIDER (please print) DATE
_____ for _____	_____
_____ for _____	_____
PRINT NAMES (S) OF PARENT (S) AND/OR GUARDIAN	NAME OF RIDER (please print) DATE
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2	
EMAIL: _____	Home Phone: _____
ADDRESS: _____	Business Phone: _____
_____	Cell Phone: _____
EMERGENCY CONTACT: _____	
RELATIONSHIP _____	PHONE _____

EMERGENCY MEDICAL RELEASE

I give any member of the staff of Tesoro Equine and Vine or its authorized representative permission to provide emergency medical care and/or transportation for me, or for my child(ren), and I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for **ALL** such incurred expenses.

This release covers the following individuals:

Name Date of Birth

Name Date of Birth

Name Date of Birth

Signature Date

Printed Name

Home Phone: _____

Cell Phone: _____

Other Phone: _____

Alternate Emergency Contact: _____
Name Phone

Insurance Company: _____

Group or Affiliation: _____

Policy # _____

Please list any medicines that would be of concern in case of an emergency _____