

Release and Waiver of Liability and Indemnity Agreement with the knowledge that the undersigned is undertaking to walk, trot, canter, ride and control a horse, on natural or rough terrain, an inherently dangerous activity, and the undersigned:

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. HEREBY RELEASES, WAIVES, DISCHARGES and COVENANTS NOT TO SUE Mark A. and/or Tamara S. Stockwell**, individually, and doing business as Tesoro Equine and Vine and each of them (hereafter referred to as **RELEASEES**) from all liability to the undersigned, their personal representatives, assignees heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the undersigned person, the person's horse, or any type of activity or resulting in the death of the undersigned, whether caused by the negligence of the **RELEASEES** or otherwise while the undersigned is walking, riding or standing in proximity to (Whether under the instruction or supervision of **RELEASEES** or not) any horse on property, (whether owned by the **RELEASEES** or not).
- 2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES** and each of them from any loss, liability, damage, or cost they may incur due to the inherently dangerous activity described herein, whether caused by the negligence of **RELEASEES** or otherwise.
- 3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE INCLUDING ANY DAMAGE TO AN ANIMAL** due to negligence of **RELEASEES**, or otherwise participating in the inherently dangerous activities described herein.
- 4. THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES UNDERTAKEN BY THE UNDERSIGNED AS CONTEMPLATED ABOVE ARE DANGEROUS** and involve the risk of serious bodily injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion hereof is held invalid, then the remainder of this Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.
- 5. THE UNDERSIGNED HAS READ AND VOLUNTARILTY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and expressly acknowledges that no insurance coverage of any kind is to be provided, included or guaranteed by **RELEASEES**. The undersigned expressly acknowledges that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

