

Silver Falls Informational Sheet

URBAN PARK CONCESSIONAIRES, INC., dba: SILVER FALLS RECREATION COMPANY wishes to remind you that this activity is not without risk. This informational sheet in no way is meant to alter, amend, or otherwise change the Release of Liability and Assumption of Risk Form signed by the participant. This sheet is offered for **INFORMATIONAL PURPOSES ONLY.**

The following describes **some, but not all, risks associated with this activity:**

- 1) Falls, collision or injury resulting from uneven, unstable, wet or slippery ground or road surfaces; manmade or natural objects in, upon or overhanging the ground, trail or roadway including trees, branches, rocks, stones, gravel, mud and water;
- 2) Inclement weather, thunder and lightning, variances and severity of wind, temperature and weather conditions;
- 3) The presence of motorized and non-motorized vehicles, people, other horses and riders;
- 4) Movement, noise, and contact with objects which may frighten or cause an animal to rear, buck, bolt, run, kick, bite, or otherwise move unpredictably and with force;
- 5) Animals which act unpredictably. Because of this unpredictably, no warranty of any kind, express or implied, is being made as to the habits, disposition, suitability, nature or physical condition of any animal;
- 6) Risks associated with approaching, handling, mounting, riding and dismounting a saddle animal, your ability to control or direct an animal, equipment failure, and the speed at which you ride;
- 7) Accidents or illnesses occurring in remote places where there are no available medical facilities;
- 8) The passive or active negligence of URBAN PARK CONCESSIONAIRES, INC., dba: SILVER FALLS RECREATION COMPANY, its officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses.

The description of these risks is not complete and other known, unknown, anticipated or unanticipated risks may result in personal injury, property damage, expense, illness, temporary disability, permanent disability, or death. Silver Falls reminds participant that participation in this activity is purely voluntary.

Riders should not participate in any activity offered by Silver Falls Recreation Company unless they possess at least the following qualifications:

- a. A rider should be physically and mentally capable of participating in the activity and/or using the equipment.
- b. A rider should be safety conscious and acknowledge that wearing an approved safety helmet is a basic safety precaution and can help prevent head injury.
- c. A rider should understand that if, during the activity, the rider experiences fatigue, chills and/or dizziness, the rider's reaction time may be diminished and the risk of accident, increased.

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

Silver Falls Riding Stables at Howard Creek

STABLE / OPERATOR NAME, hereinafter known as "THIS STABLE".

20022 Silver Falls HWY SE Sublimity, Or 97385

Location or Address of THIS STABLE

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and outfitter services provided by THIS STABLE.

PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	WEIGHT Over 240#	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
6. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one)			
7. If you circled "YES", how can we help this participant with his / her special needs?			
8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance shall pay for ALL such incurred expenses.			
<input type="checkbox"/> My medical insurance company is _____ My policy number is _____ <input type="checkbox"/> I do not carry medical insurance.			

**WRITE INITIALS BELOW AFTER
READING EACH SECTION.
PARENTS or GUARDIANS MUST
ALSO INITIAL.**

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, 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 the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. **INHERENT RISKS / ASSUMPTION OF RISKS** I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. 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 from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. 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 short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, 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. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. **SADDLE GIRTH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I / WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. **I am not relying on THIS STABLE and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

H. **THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY** I understand and agree that This Stable requires riders to wear ASTM Standard F 1163 Protective Headgear / Helmet according to the following requirements.

Rider Age	Protective Headgear / Helmet Requirement
6 Yrs and Younger	For their Safety, children 6 yrs old and younger may not participate as a rider in horse rental and trail riding equestrian services.
7 Yrs through 15 Yrs	Must wear the protective headgear / helmet.
16 and 17 Yrs	Must wear the protective headgear / helmet unless their parents or legal guardians sign the refusal statement in the box that follows.
18 Yrs and Older	Must choose to wear or not to wear the protective headgear / helmet by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER

✓ Check your choice:

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which **THIS STABLE** provides and will be solely responsible for securing the headgear / helmet on the participant's head.
- PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

J. **LIABILITY RELEASE** I AGREE THAT: In consideration of **THIS STABLE** allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge **THIS STABLE**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to **THIS STABLE'S** and / or **ITS ASSOCIATE'S** ordinary negligence or legal liability; and I do further agree that except in the event of **THIS STABLE'S** gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **THIS STABLE** and **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of **THIS STABLE**, to include while riding, handling, or otherwise being near horses owned by me or owned by **THIS STABLE**, or in the care, custody or control of **THIS STABLE**, whether on or off the premises of **THIS STABLE**, but not limited to being on **THIS STABLE'S** premises.

K. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.) _____		DATE _____	
SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 1 _____	DATE _____	SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE # 2 _____	DATE _____
Address In Full _____		Home Phone # _____ Bus. Phone # _____	
PERSON TO CONTACT IN CASE OF EMERGENCY _____		RELATIONSHIP TO PARTICIPANT _____ () _____ PHONE NUMBER _____	

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT**

[FOR FAMILIES OF ADULTS AND THEIR LEGAL MINOR AGE CHILDREN AND / OR LEGAL WARDS]

Silver Falls Riding Stables at Howard Creek

STABLE / OPERATOR NAME, hereinafter known as "THIS STABLE".
20022 Silver Falls Highway SE Sublimity, Or 97385

Location or Address of THIS STABLE

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and outfitter services provided by THIS STABLE.

1 st ADULT PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			
9. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance <u>shall pay</u> for ALL such incurred expenses. ➡ My medical insurance company is _____ My policy number is _____ <input type="checkbox"/> I do not carry medical insurance.			
2 nd ADULT PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			
1 st MINOR PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			
2 nd MINOR PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			
3 rd MINOR PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			
4 th MINOR PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	HEIGHT & WEIGHT	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. HT ___' ___" 5. WT _____#	6. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
7. Does participant have any physical or mental condition(s) that may affect his / her safety and ability to ride a horse? YES NO (circle one) 8. If you circled "YES", how can we help this participant with his / her special needs?			

**HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT,
LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT**

**EACH ADULT MUST
WRITE INITIALS BELOW AFTER
READING EACH SECTION.
PARENTS or GUARDIANS MUST
↙ ALSO INITIAL.**

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, 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 the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. **INHERENT RISKS / ASSUMPTION OF RISKS I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. 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 from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. 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 short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I / WE ACKNOWLEDGE THAT:** The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. **I / WE ACKNOWLEDGE THAT** The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. **I / WE ACKNOWLEDGE THAT:** THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, 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. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. **I am not relying on THIS STABLE to list all possible conditions for me. The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises.**

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING I / WE ACKNOWLEDGE THAT:** When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. **SADDLE GIRTH LOOSENING WARNING I / WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I / WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. **I am not relying on THIS STABLE and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT

H. **THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY** I understand and agree that This Stable requires riders to wear ASTM Standard F 1163 Protective Headgear / Helmet according to the following requirements.

<u>Rider Age</u>	<u>Protective Headgear / Helmet Requirement</u>
6 Yrs and Younger	For their Safety, children 6 yrs old and younger may not participate as a rider in horse rental and trail riding equestrian services.
7 Yrs through 15 Yrs	Must wear the protective headgear / helmet.
16 and 17 Yrs	Must wear the protective headgear / helmet unless their parents or legal guardians sign the refusal statement in the box that follows.
18 Yrs and Older	Must choose to wear or not to wear the protective headgear / helmet by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 16 YEARS AND OLDER

✓ **Check your choice:**

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for registered participants 16 years and older to wear protective headgear / helmet which **THIS STABLE** provides and will be solely responsible for securing the headgear / helmet on the participant's head.
- PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for registered participants 16 years and older to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

J. **LIABILITY RELEASE I AGREE THAT:** In consideration of **THIS STABLE** allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge **THIS STABLE**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to **THIS STABLE'S** and / or **ITS ASSOCIATE'S** ordinary negligence or legal liability; and I do further agree that except in the event of **THIS STABLE'S** gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against **THIS STABLE** and **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of **THIS STABLE**, to include while riding, handling, or otherwise being near horses owned by me or owned by **THIS STABLE**, or in the care, custody or control of **THIS STABLE**, whether on or off the premises of **THIS STABLE**, but not limited to being on **THIS STABLE'S** premises.

K. **EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE:** [This clause applies **only for** operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

**Parents or Legal Guardians and each Participant (age 12 or older) must
sign below after reading and completing this entire document.**

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF ADULT PARENT OR GUARDIAN #1 (Spouses must sign for themselves.)	DATE
SIGNATURE OF ADULT PARENT OR GUARDIAN #2 (Spouses must sign for themselves.)	DATE
SIGNATURE OF PARTICIPANT	DATE
SIGNATURE OF PARTICIPANT	DATE
SIGNATURE OF PARTICIPANT	DATE
SIGNATURE OF PARTICIPANT	DATE

Address In Full _____ Home Phone # _____ Bus. Phone # _____

PERSON TO CONTACT IN CASE OF EMERGENCY _____ RELATIONSHIP TO PARTICIPANTS _____ (_____) _____
 PHONE NUMBER

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

In consideration of the services of URBAN PARK CONCESSIONAIRES, INC., dba: SILVER FALLS RECREATION COMPANY, its officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as the "Concessionaire"), I agree as follows:

I understand the significant elements of risk in any adventure, sport or activity engaged in or associated with the outdoors or wilderness, including but not limited to the use of or presence of saddle animals, including but not limited to horses, mules and burros (referred to herein as "Activity"), and the use of related equipment.

I hereby forever release and discharge Concessionaire from any and all liabilities, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of or connected in any way to the Activity or any of Concessionaire's services, including, but not limited to, losses caused by the passive or active negligence of the Concessionaire or hidden, latent, or obvious defects in the equipment or saddle animals.

I further assume all risks of bodily injury, accidents, illness, disability, death, loss of or damage to personal property, and expenses as a result of or connected in any way to the Activity or Concessionaire's services.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be binding upon me, my heirs, assigns, personal representative, and estate, and all members of my family including any minors accompanying me.

Participant Name (printed): _____

Participant Signature: _____ Date: _____

Participant date of birth: _____

If Participant is under 18 years of age this release of liability and assumption of risk form must be signed below by Participant's parent or legal guardian.

Participant's parent or legal guardian Name (printed): _____

Participant's parent or legal guardian Signature: _____ Date: _____

During the past three (3) years I have ridden a saddle animal _____ times.
I consider myself to be a ___ Beginning _____ Intermediate _____ Advanced Rider

Emergency Contact: _____ Phone: ___ / _____

List known allergies to plants, insects or medications _____

Describe if currently under a doctor's care or taking prescribed medications _____

Date of Ride _____ Total Amount of Ride _____ Room No. _____

Outside Guest Yes _____ No _____

WARNING

**UNDER OREGON LAW, AN
EQUINE ACTIVITY SPONSOR OR
EQUINE PROFESSIONAL IS NOT
LIABLE FOR AN INJURY TO OR
THE DEATH OF A PARTICIPANT
IN EQUINE ACTIVITIES
RESULTING EXCLUSIVELY FROM
THE INHERENT RISKS OF
EQUINE ACTIVITIES.**

Oregon Rev. • Stat. § 30.691

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Printed Name: _____

Signature: _____

Date: _____

Silver Falls Riding Stables

MODEL RELEASE

For value received, the receipt and adequacy of which are hereby acknowledged, I hereby give Silver Falls 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 Silver Falls Riding Stables at the address provided herein. I understand that upon receipt of proper revocation Silver Falls 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 Silver Falls 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.

Silver Falls Riding Stables recognizes that this release shall be binding solely on the person whose name and signature appear below. Silver Falls 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: _____

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: _____

Witness: _____