

Horses Name \_\_\_\_\_

Whispering Meadows Equestrian Center,  
LLC 29015 Meadowview Road  
Scott DePaolo and Jami Kaptein  
541-607-1902

**HOLD HARMLESS  
AGREEMENT  
MINOR**

Witness this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
Whispering Meadows Equestrian Center, LLC, and the individual(s) undersigned.

I, (rider/guardian) \_\_\_\_\_, hereby acknowledge that I have  
voluntarily applied to participate in equine activities as Whispering Meadows Equestrian Center, LLC.

I AM AWARE THAT HORSEBACK RIDING MAY BE A HAZARDOUS ACTIVITY, AND I AM  
VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER  
INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH  
TO ME OR MY HORSE.

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 equines' reaction to such things as sounds,  
sudden movement and unfamiliar objects, person or other animals; certain hazards such as surface and  
subsurface conditions; collision 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's  
ability. The undersigned and/or horse owner expressly release Whispering Meadows Equestrian Center,  
LLC, from any and all claims for personal injury or property damage, even if caused by negligence (if  
allowed by the laws of the state of Oregon) by Whispering Meadows Equestrian Center, LLC or its owners,  
representatives, agents, employees, or volunteers. You are advised that there are inherent risks, including  
the risks of serious injury or death, while engaging in equine activities. By engaging in equine activities,  
and in accordance with the terms of this Agreement, you hereby assume all risks of injury or death.

Please Initial \_\_\_\_\_ (rider/guardian)

AS LAWFULL CONSIDERATION for being permitted to participate in equine activities at Whispering  
Meadows Equestrian Center, LLC, I hereby agree that I, my heirs, distributes, guardians, legal  
representatives and assigns will not make a claim against or sue Whispering Meadows Equestrian Center,  
LLC, Scott DePaolo, Mike Harness, Shawn Harness, or any other management or volunteers, and any other  
landowners, lessees, permittees, or operators of land over which Whispering Meadows Equestrian Center,  
LLC, Operates for any injury or damage to me or my horse from the negligence of other acts, howsoever  
caused, by any of the above-named releases. In addition, I hereby release and discharge the above named  
releases from all actions, claims, or demands, I, my heirs, distributes, guardians, legal representatives, or  
assigns now have or may hereafter have for injury or damage resulting from my participation in equine  
activities at Whispering Meadows Equestrian Center, LLC.

The undersigned and/or horse owner agrees that Whispering Meadows Equestrian Center, LLC shall not be responsible for any loss caused to the horse(s) by reason of fire or any loss which would be covered by a standard insurance policy with extended coverage.

The undersigned and/or horse owner agrees that Whispering Meadows Equestrian Center, LLC, shall not be responsible for any loss caused to the horse(s) by reason of defects in the stable premises, including, but not limited to, stalls, arenas, turnouts, pastures, or any building located on the stable grounds, for any loss which would be covered by a standard insurance policy with extended coverage.

Whispering Meadows Equestrian Center, LLC, will not be held responsible for theft, breakage, or damage to any equipment or property or injury to any horse at the center or at horse shows. Horse owners and participants accept the normal risks and hazards inherent in the handling and operations of Whispering Meadows Equestrian Center, LLC, and on behalf of themselves and their family and guests of the terms and conditions thereof. Whispering Meadows Equestrian Center will not be held responsible for loose horses on or off the Whispering Meadows Equestrian Center, LLC, grounds.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE-NAMED RELEASES AND SIGN IT OF MY OWN FREE WILL

## MINOR'S PARENT/GUARDIAN

The rider named above is a minor and I am the minors parent or guardian. I sign this agreement and release of liability on behalf of the minor.

Date \_\_\_\_\_ Signature of Parent or Guardian \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Horse Owner's Signature (if different)

\_\_\_\_\_

Print Name

\_\_\_\_\_

Phone

Number \_\_\_\_\_

Email \_\_\_\_\_

# Release of Liability

## Parent/Minor

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Whispering Meadows Equestrian Center, L.L.C. and \_\_\_\_\_, hereinafter referred to as RIDER, and, if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_ . In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Manager's instructors, employees and agents: Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

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. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear, or general unpredictability. 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 Manger'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 therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager. Rider expressly releases Manager 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 Manager or its representatives, agent or employees.
2. 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 Manger to be in good health, or is deemed dangerous or undesirable.
3. Any actions 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 damages, medical or other actual incurred, and a maximum of \$10,000 for damages such as pain and suffering.

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 or exist at the time of executing said release.

### WARNING

**UNDER OREGON LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSION 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 PURSUANT TO OR. REV. STAT. S 30.691 (2001)**

Rider (or rider's parent or guardian) agrees to hold harmless, indemnify and defend manager or and owner against any and all claim, 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 connected with rider's use of or presence upon the property of manager and the facilities located thereon. In the event the rider is a minor, the parent or guardian shall further indemnify, defend and hold manager and or owner harmless from any such claims by said minor child, regardless of an statute of limitations or contractual limitations of actions.

Minor's Name: \_\_\_\_\_

Guardians Signature: \_\_\_\_\_ N \_\_\_\_\_ N \_\_\_\_\_ Date: \_\_\_\_\_