

# Black Butte Stables LLC

13892 Bishops Cap Sisters OR 97759

## HORSEBACK RIDING LIABILITY RELEASE

**Time:** \_\_\_\_\_

**Ride:** \_\_\_\_\_

INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS RELEASE CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS RELEASE, YOU ARE FORFEITING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY.

REGISTRATION OF RIDER AND RELEASE PURPOSE: I, the following listed individual (hereafter "RIDER"), and the parents or legal guardians thereof, if a minor, do hereby voluntarily request to participate in recreational activities with HORSES and equipment provided by or borrowed from Black Butte Stables LLC. (hereafter "STABLE"), or its premises, on other private and public lands, solely according to the terms of this Release. This Release is effective for all days of participation in activities at and visits to the STABLE, and at other places within the United States of America where this STABLE has provided the RIDER with a HORSE and HORSE related equipment.

Rider name	Address	City	State	Zip
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In consideration of STABLE providing RIDER with an opportunity to engage in horseback riding, on behalf of myself, my personal representatives, heirs, next of kin, spouse, and assigns, I the RIDER, HEREBY:

**1.** Acknowledge that this Release shall be legally binding upon me the registered RIDER, the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives. The term HORSE herein shall refer to all equine species including saddle horses, draft horses, ponies, and mules. The terms HORSEBACK RIDING and RIDING herein shall refer to riding any HORSE, being mounted on or riding in any vehicle pulled by HORSE (S), leading, following, walking adjacent to, or otherwise being in the presence of HORSES. The term RIDER shall herein refer to the person named herein as applying for and engaged in HORSEBACK RIDING.

**2.** Acknowledge that no HORSE is a completely safe HORSE; both HORSE and RIDER have a limited understanding of each other. A HORSE may, without warning or any apparent cause; buck, stumble, trip, fall, rear-up, bite, kick, run-off, make unpredictable movements; run into a solid object; trees, road, in front of a moving vehicle; spook; jump obstacles; step on parts of the RIDER'S body; fall back or roll over on the RIDER; and push or shove the RIDER. HORSES are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. HORSEBACK RIDING is the only sport where one much smaller, weaker predator animal (human RIDER) tries to impose its will on and become one unit of movement and action with another much larger, stronger prey animal with a mind of its own (the HORSE). If the RIDER falls from a HORSE to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury or death of the RIDER. All equipment, including the saddle, bridle, reins, and components thereof may loosen or break-all of which may cause the RIDER to fall or be jolted, resulting in serious injury or death of the RIDER.

**3.** Acknowledge that RIDING is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such an activity despite all safety precautions. RIDING is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES-DEATH because of the unpredictable nature and irrational behavior of HORSES, regardless of their training and past performance.

**4.** Acknowledge that this STABLE is not responsible for total or partial acts, occurrences, or elements of nature that can scare a HORSE, cause it to fall or react in any other way that results in injury (physical or emotional) or death of a RIDER. Some examples are: thunder, lightening, rain, wind, wild or domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a HORSE or RIDER; ice, slippery or irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, vehicles, movement, noise, and natural and man-made changes in terrain, roads, or trails.

**5.** Understand that saddle girths or cinches may loosen during the ride. The saddle will generally tilt slightly to one side or the other when the cinch or girth begins to loosen or it may slip without warning upsetting the RIDER and causing the HORSE to buck, rear, or run-off without warning; the RIDER must check the saddle girths or cinches periodically during the ride.

**6.** Voluntarily assume the risk and danger of injury or death to the RIDER and others inherent in the use of the HORSE, vehicles, equipment, and

gear provided to me by this STABLE, or used in its operation.

7. Acknowledge 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 their ability to remain balanced while mounted on the moving HORSE; the RIDER is responsible for their own safety, the safety of persons they come in contact with, and the safety of an unborn child if the RIDER is pregnant (pregnant women should ride a horse only under the advice of their physician-this STABLE advises pregnant women NOT to ride horses).

8. RELEASE, DISCHARGE, INDEMNIFY, DEFEND, HOLD HARMLESS, and PROMISE NOT TO SUE: This STABLE, doing business under its own name or any other name and its principals, officers, employees, contractors, agents and volunteers; Black Butte Stables LLC; the United States Forest Service; the United States Bureau of Land Management, the Oregon State Department of Parks and Recreation; U.S. Timberlands Services Company, L.L.C.; Cody Koch and Kristy Prosser; collectively the "releases" for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to the RIDER'S person or property.

9. Release the RELEASEES from any claim that such RELEASEES are or may be negligent in connection with any injury the RIDER may suffer, the RELEASEES judgment about the RIDER'S experience and ability, including but not limited to the training, maintenance and selection of horses; selection maintenance, and use of saddles, bridles, equipment and vehicles; care, fit or adjustment of saddles and bridles; condition of the facilities and land; design and maintenance of land, trails, arenas, corrals, or other facilities; instruction, leading, and supervising of RIDERS or the lack thereof.

10. INDEMNIFY, DEFEND, AND HOLD HARMLESS the RELEASEES, this STABLE, its employees and agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my use of HORSES, equipment, or gear provided therewith, or any acts or omissions of wranglers or other employees or agents.

11. Agree to abide by and follow any instructions given or rules established by the STABLE or any of its employees, guides, or wranglers with regard to my use of the HORSE or any equipment or gear provided therewith.

12. Acknowledge that this document is a contract and agree that if a lawsuit is filed against any RELEASEE for any injury or damage in breach of this contract, the undersigned RIDER will pay all attorneys' fees and costs incurred by this STABLE and any RELEASEE in defending such action, including attorneys' fees and costs included in any special appeal there from.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THE WARNINGS, RELEASE, INDEMNIFICATION, AND ASSUMPTION OF THE RISK PROVISIONS AND PROMISE NOT TO SUE, RELEASE, HOLD HARMLESS AND INDEMNIFY THIS STABLE AND ALL RELEASEES FOR ALL CLAIMS. THIS RELEASE APPLIES TO ALL ACTIVITIES DESCRIBED HEREIN, WHETHER IN THE NEAR OR DISTANCT FUTURE, AND THIS RELEASE NEED NOT BE BROUGHT TO MY ATTENTION EACH TIME I UTILIZE THE STABLE'S SERVICES TO BE EFFECTIVE. IN ENTERING INTO THIS RELEASE, I AM NOT RELYING UPON ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES OTHER THAN WHAT IS SET FORTH IN WRITING IN THIS RELEASE.

RIDER SIGNATURE \_\_\_\_\_ (parent or guardian if rider is a minor) Date \_\_\_\_\_

HORSEBACK RIDING HELMET: I understand that a helmet is an essential safety item provided free of charge and that I can possible lessen or prevent injury to myself by wearing a helmet. I also understand that HORSEBACK RIDING is a sport that carries some risk and that HORSEBACK RIDING without a riding helmet increases that risk. This STABLE has offered and provided at the RIDER'S request an equestrian helmet that meets SEI certification-ASTM F 1163 standards for use when riding or near HORSES. The RIDER, and on behalf of their children and/or legal ward, heirs, administrators, personal representatives or assigns, releases and discharges the RELEASEES from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur as a result of the use of the HORSEBACK RIDING helmet provided. The RIDER also understands that neither this STABLE, its employees, nor any RELEASEE can guarantee the suitability of any helmet provided.

I WILL WEAR A HORSEBACK RIDING HELMET \_\_\_\_\_ (Please initial)

NO HORSEBACK RIDING HELMET: The RIDER has been fully warned and advised by this STABLE that they should wear a helmet, while riding or near HORSES to reduce the severity of some of the RIDER'S potential head injuries and possibly prevent their death from happening from a fall or other occurrence. Bicycle and other type of helmets are not designed to protect the RIDER from head injury in the event of a fall

from a HORSE or other HORSE related activity at this STABLE. The RIDER has chosen to ride without a HORSEBACK RIDING helmet and to assume the risk of injury. In addition to all other claims, the RIDER releases this STABLE from any legal responsibility for injury the RIDER sustains due to refusing to wear a HORSEBACK RIDING helmet. The RIDER acknowledges that this STABLE offered a horseback-riding helmet to them.

I WILL NOT WEAR A HORSEBACK RIDING HELMET \_\_\_\_\_ (Please initial)

MEDICAL DISCLAIMER: This STABLE recommends that any person with a history of and/or currently suffering from any serious health condition, including but not limited to: a heart condition; epileptic seizures, asthma; bone, joint, or soft tissue injury; pregnant women, persons with any other medical or physical condition and any special needs or limitations that could be affected by HORSEBACK RIDING or could subject the RIDER or others to a risk of injury SHOULD NOT ENGAGE IN HORSEBACK RIDING.

