



AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Avalon Management, Jessica Phillips, Jody Phillips, Evan Leo Furchner, and Nicole Boscia, (referred to herein as "Stable"), as a condition for its allowing me, and the other persons identified below, to enter the property of Stable, be near horses, receive riding instruction, and/or ride horses on, near, or off the Stable's property for any reason.

NAME OF CONTRACTING PARTY (your name): _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

I also make this agreement on behalf of the following, who are my children or legal wards.

1. _____ age _____ 2. _____ age _____

3. _____ age _____ 4. _____ age _____

All parts of this Agreement shall apply to me, and the children/wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this Agreement). This Agreement is binding when the Stable permits me to enter the property, be near horses, and/or ride horses on, or off the property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises and/or ride horses, on, near, or off the Stable's property.
2. I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, a horse's natural instincts are to jump forward or sideways, or run away from danger by bolting, trotting, or galloping. Horses are also known to kick, buck, back up, rear, or bite. I know that horses can do these things without warning. I also understand that all horses are powerful and potentially dangerous.

I understand these risks and dangers, and I voluntarily agree to assume them.

3. As a condition of Stable allowing me to enter the property, be near horses, receive riding instruction, ride horses on the Stable's premises, and/or horses off the Stable's premises, I waive the right to bring a lawsuit or legal proceeding against Avalon Management, Jessica Phillips, Jody Phillips, Evan Leo Furchner, Nicole Boscia and their respective officers, partners, employees, agents, managers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on their behalf for any injury or death arising out of riding, driving, grooming, or riding as a passenger upon a horse.
4. **LIABILITY RELEASE:** I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near, or off the Stable's property as well as when riding horses on, near, or off the Stable's property. The term "damages" means, for example, medical expense, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Avalon Management, Jessica Phillips and Jody Phillips, Nicole Boscia, and their respective officers, partners, employees, agents, managers, trainers,



instructors, heirs, representatives, assistants, insurers, assigns, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my or my guests' bodily injury or damage that may be sustained, or property damage which may occur as a result of my being on, near, or off the Stable's premises and/or riding on the Stable's premises, and/or riding horses off the Stable's premises.

5. INDEMNIFICATION: I also hereby agree to indemnify and hold harmless Avalon Management, Jessica Phillips, Jody Phillips, Evan Leo Furchner, Nicole Boscia and their respective officers, partners, employees, agents, managers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on their behalf against all damages sustained or suffered by any third person(s) [people who are not parties in this Agreement, including, but not limited to, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause while being on the premises of the Stable, riding or near horses, around the Stable's property, and/or riding horses off the Stable's premises. This indemnification shall also include reasonable attorney fees and costs.
6. I am fully responsible for my own safety while on, near, or off the Stable's property. I understand that Avalon Management, has advised me to purchase and wear properly fitted and secured ASTM-standard/SEI-certified headgear when riding or near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrences.
7. I represent that I am now and will at all times be, while on or near the Stable's property, covered by accident and/or medical insurance, or I have sufficient funds to cover my medical expenses.

My insurance company is: _____

Policy No. _____

8. Oregon law shall govern this Agreement. Should any clause conflict with Oregon law, that Clause will be null and void and the remainder of this Agreement shall remain in effect. In the event that legal action is taken, in which Stable enforces this Agreement, I agree to pay Stable's court and attorney fees if Stable should prevail. This Agreement is in compliance with the Oregon Inherent Risk Law #ORS 30.687-30.697.
9. ALSO, I REPRESENT THAT:
 - I AM AT OR OVER 18 YEARS OF AGE, OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
 - I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT AGAINST MY WILL;
 - I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I UNDERSTAND IT;
 - I HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO THE STABLE'S RULES; AND
 - THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____ DATE: _____

PARENT/GUARDIAN: _____ DATE: _____

SIGNATURE OF STABLE REPRESENTATIVE: _____ DATE: _____